

**SCHOOL DISTRICT  
OF SOUTH MILWAUKEE**

**EMPLOYEE HANDBOOK  
APPROVED: JUNE 22, 2015**

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## PART 1: GENERAL INFORMATION

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### **1.01 Introduction**

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

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

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

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

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

Sincerely,

*Rita Olson*

Rita Olson, PhD  
Superintendent

*Pat Bordak*

Patricia Bordak  
School Board President

## **1.02 Handbook Explanation**

- A. Employees Covered: This *Handbook* is provided as a reference document for the employees of the School District of South Milwaukee.
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Copies of Board Policies and Administrative Rules are available in each administrative office to all personnel and are on the District website at [www.sdsm.k12.wi.us](http://www.sdsm.k12.wi.us). It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the School Board for the School District of South Milwaukee.

### **1.03 Employee Acknowledgement for 2015-2016 School Year**

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

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

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

I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part 8 or Part 10. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor and the personnel office of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the District incurred by me (an example may be a traffic citation for a parking ticket, received as a result of my operation of a District motor vehicle). If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **1.04 Mission and Vision**

Mission:

We, along with our community, commit to deliberate excellence for all learners by engaging and educating the whole person to succeed in a dynamic society.

Vision:

The vision of the School District of South Milwaukee is to create a dynamic environment where the world becomes the classroom so the classroom impacts the world.

## **1.05 Definition of Employees**

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

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

## **1.06 School Calendar**

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

The school calendar can be found on the district’s website at: [www.sdsm.k12.wi.us](http://www.sdsm.k12.wi.us).

## **1.07 District Contact Information**

Each employee will receive a School District of South Milwaukee Staff Directory each school year.

## **Part 2: District Commitments**

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### **2.01 Bullying and Harassment Free Workplace**

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

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

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

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

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

### **2.02 Employment of Minors**

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

## **2.03 Equal Opportunity Employment**

The District is committed to provide fair and equal employment opportunities for all District employees and to provide a learning and working environment free of discrimination. Federal and state law prohibits discrimination because of age, race, creed, religion, color, physical or mental disability, marital status, pregnancy, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, citizenship status, political or religious use or non-use of lawful products off the employer's premises during non-working hours, or military service in the U.S. armed forces, a state defense force, the national guard of any state or any other reserve component of the U.S. armed forces. Discrimination, as defined herein, is strictly prohibited.

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

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

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

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

## **2.04 Equal Opportunity Complaints**

Any employee who believes that he/she has a valid basis for a complaint shall discuss the concern with his/her immediate supervisor and inform the supervisor that this is a discrimination and/or harassment complaint. If the complaint involves the immediate supervisor or if the employee is uncomfortable discussing the issue with the immediate supervisor, the employee is urged to report the complaint to any other supervisor or administrator. The supervisor shall in turn investigate the complaint and reply to the complainant as soon as possible following investigation of the complaint. If the reply is not acceptable to the complainant, he/she may initiate formal procedures according to the steps listed in Board Policy Rule 512.1.

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

## **2.05 Fair Labor Standards Act**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and receive overtime pay at time and one-half the regular rate of pay for all hours worked over forty (40) hours in a workweek.

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

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

Cross Reference: [Policy 521 Overtime](#)

## **2.06 Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) is a provision created by Federal and State law that provides an unpaid leave from work for specific family and/or medical reasons. The District will conform to both State and Federal FMLA laws.

If you need to be absent from work for your serious health condition, the serious health condition of an immediate family member, birth or adoption of a child, or any other condition that you believe may be eligible for this leave, please contact the Director of Personnel, Administrative and Legal Services as soon as possible.

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf> See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). (Please see poster in Appendix A)
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- E. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

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

## **2.07 Immigration Law Compliance**

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

## **2.08 Reasonable Accommodations**

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing.

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



## **2.09 Safe and Violence Free Workplace**

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

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

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

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

## **PART 3: EMPLOYEE COMMITMENTS – ALL EMPLOYEES**

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### **3.01 Overview**

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

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

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

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident/incident report form must be submitted to the building principal/immediate supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* (Section 4.10).

### **3.03 Appropriate Use of District Funds**

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

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

### **3.04 Attendance (Daily, Meetings, School Events)**

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

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

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

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

### **3.05 Background Check**

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; or
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal.

Knowingly falsifying information shall be sufficient grounds for termination of employment.

Additionally, all persons applying for any position shall agree to the release of all investigative records and criminal background check information to the Board for examination for the purpose of verifying the accuracy of criminal violation information. Background checks may include a review of all public social media sites/information.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

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

### **3.06 Bulletin Boards and Use of District Email**

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

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

Email is considered property of the District and is a public document that may be subject to disclosure under Open Records Law. Please review the technology policy for acceptable use of District email.

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

### **3.07 Child Abuse Reporting**

- A. Any school employee who has seen a child in the course of professional responsibilities and has reasonable cause to suspect that the child has been abused or neglected or who has reason to believe that the child has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.

- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, *in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department* of the facts and circumstances contributing to a suspicion of child abuse or neglect, or of unborn child abuse, or to a belief that abuse or neglect will occur.

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

### **3.08 Confidentiality**

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 347. The law and respect for our students require that student issues are only discussed with employees and parents/guardians who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

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

### **3.09 Conflicts of Interest**

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

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. See *Wis. Stats. § 946.13(1)(a) and (b)*.

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

### **3.10 Criminal Record Reporting**

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

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee regularly or occasionally drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle.

Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a non-felonious crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a non-felonious crime during employment with the District:

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

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

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

### **3.11 District and Personal Property**

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

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

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

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

### **3.12 Dress Code**

#### Uniformed Employees

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

#### Non-Uniformed Employees

All District employees work for the public, and the public often judges individuals and the District by appearance. It is important that all staff attire be appropriate for the job and that it conveys a neat, professional and clean image. Appropriate business casual attire should be consistent with professional responsibilities and activities. The mode of dress or grooming should not be disruptive to the educational environment. Any employee appearing for work whose dress is identified by administration as inappropriate, for any reason, will be asked to leave and return acceptably attired.

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

### **3.13 Drug, Alcohol and Tobacco Free**

The District is committed to maintaining a drug-, alcohol- and tobacco-free working and learning environment for all employees and students. Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug, drug paraphernalia or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Employees shall not provide alcohol, drugs of any sort or tobacco to any student regardless of student age. Employees shall not promote or advertise the use of alcohol, drugs or tobacco to students.

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

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

### **3.14 Duty Free Lunch**

Staff members working six (6) or more hours per day are guaranteed a minimum thirty (30) minute duty free lunch. Staff members must work with administration to schedule the lunch period. Staff members may voluntarily agree to provide a paid duty during the duty free lunch period.

### **3.15 Ethics Code**

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

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

### **3.16 Investigations**

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



- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning (the employee may be required to answer questions for the District investigation but the information could not be used in the criminal investigation). *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

### **3.18 Licensure/Certification**

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

### **3.19 Management Rights**

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;

- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.
- N. To interpret and apply the *Handbook* and policies to particular situations as the District deems appropriate.

### **3.20      Outside Employment**

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

### **3.21      Personnel Files**

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

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

### **3.22      Physical Exam and Fitness for Duty**

- 1) Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with Section 118.25 of the Wisconsin Statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- 2) Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

### **3.23 Political Activity**

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

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

### **3.24 Staff Interaction with Students**

All employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not

form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace. Employees shall follow all school rules, regulations and policies related to interaction with students.

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

Cross Reference: [Policy 513.1 Duty to Report Suspected Child Abuse or Neglect](#)  
[Policy 513.2 Staff Interactions with Students in Performance Oriented Extra Curricular Activities](#)  
[Policy 519 Ethics/Conflict of Interest](#)

### **3.25 Summer Days/Hours**

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

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

#### **Salaried Staff**

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

#### **Hourly Staff**

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

### **3.26 Teamwork and Service to the Students**

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

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

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

### **3.27            Technology**

Employees are encouraged to use District technology to enhance professional responsibilities. All employees are required to adhere to District policies related to technology.

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

### **3.28            Use of Student Workers**

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

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

### **3.29            Workplace Safety**

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
1. Location of fire alarms;
  2. Location of fire extinguishers;
  3. Evacuation routes and evacuation procedures including taking student lists upon evacuation; and
  4. Whom to notify in case of fire.

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

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

employee may request the Wisconsin Department of Commerce to conduct an inspection.

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

- C. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District and at all school-sponsored events. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities and off-duty City of South Milwaukee police officers are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- D. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures. Required training related to preparedness shall be completed in a timely manner.
- E. Violent Behavior: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

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

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

### **3.30            Work Stoppage**

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

## **PART 4: INSURANCE AND BENEFITS – ALL EMPLOYEES**

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

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

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

### **4.02 COBRA Law Continuation of District Health Plan Participation**

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

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

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

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

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

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

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

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

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

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

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

F. Disability Extension - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee



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

#### **4.03 Dental Insurance**

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

#### **4.04 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

#### **4.05 Liability Insurance**

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

#### **4.06 Life Insurance**

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

#### **4.07 Long-Term Disability Insurance**

The Board shall provide long-term disability insurance to eligible employees. Building service helpers and food service workers are not eligible employees for this coverage. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

#### **4.08 Short-Term Disability Insurance**

Short-term disability insurance will not be provided by the Board. Short-term disability insurance will be available as an employee-purchased benefit.

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

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

#### **4.10 Workers' Compensation**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the business office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form.

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave, with the exception of FMLA leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

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

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

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

## **PART 5: PAYROLL AND EXPENSE REIMBURSEMENT – ALL EMPLOYEES**

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### **5.01 Annualized Payroll Cycle**

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

### **5.02 Direct Deposit**

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

### **5.03 Expense Reimbursement Procedures**

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

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

Breakfast:	\$5.00
Lunch:	\$10.00
Dinner:	\$15.00
Lodging:	The government rate (unless pre-approved for a higher rate)
Registration:	Actual cost of registration

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

#### **5.04 Mileage Reimbursement**

The District shall reimburse employees an amount equal to \$0.50 per mile or \$0.10 per mile less than the prevailing Internal Revenue Service (IRS) business travel rate per mile, whichever is greater. Mileage reimbursement must be due to an employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Travel with a total of sixty (60) miles or less shall not be reimbursed. Travel with a total of over sixty (60) miles shall receive full mileage reimbursement. Staff members who transport students (or who travel for specific student needs) as a part of their work day or extra-curricular activities shall not be subject to the sixty (60) mile limitation on mileage reimbursement. Forms to be used to report mileage shall be available in the business office.

#### **5.05 Payroll Dates**

Payroll dates will occur every other Friday. Payroll dates that fall on a federal holiday will have payroll direct deposits issued the previous day.

#### **5.06 Salary Deferrals – Tax Sheltered Annuities (TSA)**

- A. The District will maintain a TSA program without regard to the employee's current contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").
- B. The District has approved and will maintain a 403(b) Plan Document that includes all the relevant information related to the TSA/403(b) plan.
- C. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

#### **5.07 Timekeeping Procedures**

Employees shall follow all timekeeping procedures as determined by the administration.

## **PART 6: LEAVES – ALL EMPLOYEES**

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### **6.01 Bereavement Leave**

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

Employees shall be granted up to one (1) day per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins of the employee and his or her spouse or domestic partner, and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay.

Employees shall be granted one (1) day per year to attend funerals of other individuals as approved by the building principal or supervisor. Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay.

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

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

### **6.02 Child Rearing**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Director of Personnel, Administrative & Legal Services at least sixty (60) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the Director of Personnel, Administrative & Legal Services or his/her designee and shall be granted or denied in his/her sole discretion in accordance with this *Handbook* and applicable state and federal laws.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation – the following two semesters.
2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.
4. A child born or adopted during the last two weeks of a semester – may take an additional four (4) weeks of unpaid childrearing leave.

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

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave (except as may applicable during the FMLA portion of the leave).
2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Return from the Unpaid Child Rearing Leave: For leaves longer than twelve (12) weeks, the employee shall notify the Director of Personnel, Administrative & Legal Services or his/her designee of the employee's intent to return to work at least ninety (90) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.

E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

- F. During the period of approved FMLA leave due to the birth or adoption of a child, married couples who are both District employees may transfer accrued sick leave from one spouse to the second spouse upon written request. All other applicable laws regarding FMLA shall be followed at all times.

### **6.03            Holidays**

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

- A.    Employees working a full calendar year (260 work days)
- January 1
  - The first full day of spring break
  - Memorial Day
  - July 4
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - December 24
  - December 25
  - December 31
- B.    Employees working at least 225 days per calendar year, but less than a full calendar year
- January 1
  - The first full day of spring break
  - Memorial Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - December 31
- C.    School Year Employees working less than 225 days per calendar year:
- January 1
  - Memorial Day
  - Thanksgiving Day

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

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

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the Superintendent and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

#### **6.04      Jury Duty**

A non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

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

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

#### **6.05      Military**

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The "uniformed services" consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

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



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

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

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

## **6.06 Personal Days**

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

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

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

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

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

## **6.07 School Cancellation Days**

The responsibility to report to school on school cancellation days shall be as set forth in the applicable employee section of the *Handbook*.

## **6.08 Sick Leave**

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

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

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

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

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
3. Spouse: means an employee's legal husband or wife.
4. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
  - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
  - b. Neither individual is married to, or in a domestic partnership with, another individual.

- c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
- d. The two (2) individuals consider themselves to be members of each other's immediate family.
- e. The two (2) individuals agree to be responsible for each other's basic living expenses.
- f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
  - 1). Only one of the individuals has legal ownership of the residence.
  - 2). One or both of the individuals have one or more additional residences not shared with the other individual.
  - 3). One of the individuals leaves the common residence with the intent to return.

C. Sick Leave Increments: Sick leave may be allowed in increments of one (1) hour.

#### Sick Leave Accumulation

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

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

#### Sick Leave and Long-term or Short-term Disability

In the event an employee becomes eligible for benefits under the District's short term or long term disability insurance program, the employee will no longer receive paid sick leave.

#### Overused Sick Leave

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

#### Reporting Procedure - Doctor's Certificate

Each employee shall be required to inform his/her supervisor prior to, or within two (2) hours of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in

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

#### Holidays during Sick Leave

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

### **6.09 Unpaid Leave**

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

All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least twenty (20) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Director of Personnel, Administrative & Legal Services or his/her designee and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

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

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

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

## **6.10 Unpaid Medical Leave**

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

The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under the District insurance. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

### **A. Benefits During Leave:**

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

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

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall be consistent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

## **6.11            Vacation Days**

Vacation days shall be as set forth in the applicable employee section of the *Handbook*.

## **PART 7: GRIEVANCE PROCEDURE**

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

### **7.01 Timelines**

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

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

- E. **Impartial Hearing Officer Response:** The Impartial Hearing Officer shall file a written response within thirty (30) working days of the hearing date.

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

## **7.02      General Requirements**

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

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

- a. Plans of correction or performance improvement;
- b. Performance evaluations or reviews;
- c. Documentation of employee acts and/or omissions in an employment file;
- d. Oral or written reprimands;
- e. Administrative suspension with pay;
- f. Administrative suspension without pay pending investigation of alleged misconduct or nonperformance;



- g. Non-disciplinary wage, benefit or salary adjustments; or,
    - h. Other non-material employment actions.
  - 3. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.
- B. The written grievance must contain:
  - 1. A statement of the pertinent facts surrounding the nature of grievance.
  - 2. The date the incident occurred.
  - 3. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
  - 4. The specific requested remedy; and,
  - 5. Must include the workplace safety rule alleged to have been violated, if applicable.
- C. The Administration's written response to the grievance must contain:
  - 1. A statement of the date the meeting between the Administration and grievant was held.
  - 2. A decision as to whether the grievance is sustained or denied.
  - 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- D. Impartial Hearing Officer Selection: The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.
- E. Impartial Hearing Officer Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The standard of review for the IHO will be whether the decision of the Administration was arbitrary or capricious based on the standard required in the Handbook. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence.

- F. The Impartial Hearing Officer's written recommendation to the grievance must contain:
1. A statement of the pertinent facts surrounding the nature of the grievance.
  2. A recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation.
  3. A statement outlining the timeline to appeal the recommendation.
  4. The IHO must sustain or deny the decision of the Administration. Authority is not given to modify the decision as made by the Administration. Authority is not given to grant in whole or in part the specific request of the grievant.
- G. Appeal to the School Board: The School Board may decide, in each situation, whether it will review the record and make a decision, assign an independent hearing officer to create a recommendation for the School Board's review, or hold a new hearing and make an independent decision. The manner of review is the sole choice of the School Board. All School Board actions throughout this process shall comply with the requirements of Wisconsin's Open Meetings Law.
- If the School Board meets with the parties for a hearing to review evidence and hear testimony relating to the grievance, all exhibits must have been either presented at a previous grievance step or must have been provided to the other party at least twenty-four (24) hours prior to the hearing.
- H. The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified.

### **7.03 Process**

- A. Grievances will be processed per the provided timelines.
1. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
  2. An employee may not file or advance a grievance outside of the designated timeframes.
  3. The Director of Personnel, Administrative & Legal Services may advance a grievance to the next step at the written request of either the employee or the supervisor.
  4. Failure of the employee to adhere to any of the specified timelines within the process shall result in the grievance being denied. Timelines may only

be extended through the mutual consent of both parties. The School Board in its discretion may, however, consider an otherwise untimely grievance at the School Board level of the grievance procedure.

- B. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
- C. Any grievant may be represented at all stages of the grievance procedure by a representative of his/her own choosing.
- D. Grievances of the same type, and with similar factual situations, may be consolidated at the discretion of the Administration.
- E. Granting the requested or agreed upon remedy resolves the grievance.
- F. The decision of the School Board is final and not subject to further review.

## **PART 8: PROFESSIONAL TEACHING STAFF**

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### **8.01 Professional Hours/Workday**

#### **Normal Hours of Work**

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" as well as a duty-free lunch period of at least thirty (30) minutes each day.

If a teacher accepts lunch duty assignment during his/her duty free lunch period, he/she will be compensated at the rate of fourteen (\$14) per hour. Lunch duty may be assigned on a rotating basis if there are not sufficient volunteers.

#### **Professional Hours**

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

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

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

South Milwaukee school faculty has the flexibility to not be at work for a defined eight-hour work day. Teachers manage their work time and operate under "professional hours". Teachers are expected to be at their work areas during their assigned duties and teaching assignments, unless excused by their building principal or his/her designee. Teachers are collectively responsible for overall student learning, safety of students and their own professional responsibilities. For example, teachers should be in attendance before and after the regular student day for activities such as

faculty/department/grade level meetings, IEP meetings, student assistance, etc. Teachers are expected to fulfill their professional responsibilities, including all duties.

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

### **Emergency School Closures**

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

Personal days, sick days or unpaid days that are scheduled on a snow day or other unscheduled school closing day will not be charged to the employee.

### **School Calendar**

The school calendar shall be determined by the Board. The calendar shall consist of one hundred and ninety-one (191) teacher days. The determination of the structure of the days, e.g. instructional, professional development, holiday, workdays, etc., shall be at the discretion of the Board.

## **8.02 Professional Growth**

### **Duty to Remain Current**

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

## **Mentoring**

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

## **Professional Development Days**

The District recognizes the importance of staff development that is designed to enhance professional knowledge, skills and dispositions to meet job responsibilities and positively impact the achievement of the District's mission. Therefore, all teachers are required to attend all professional development days of the District. Part-time teachers shall attend all meetings without additional compensation or time off. Personal days and pre-scheduled sick days shall not be granted on professional development days without unique and unavoidable cause.

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

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

Teachers will be assigned or transferred by the Superintendent and/or his/her designee.

Teachers in the District are free to request transfers. The right of transfer remains as a function of the District. The District will make every effort to relocate teachers at their request whenever possible, but at the same time, seek to maintain a balanced staff. A teacher seeking a transfer shall address a written communication to the Director of Personnel, Administrative & Legal Services, with a copy also being submitted to the teacher's present building principal.

When a position becomes vacant or a new position is created, and all internal movement has occurred, notice of such available position shall be posted on the applicable posting website, currently the WECAN website. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any position.

When the District determines that an involuntary transfer of an employee is necessary, it may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the Superintendent and/or his/her designee. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer, unless the transfer is associated with a reduction due to budgetary reasons. An employee who is

involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the non-budgetary related transfer as discipline under the Grievance section of this *Handbook*.

### **Employee Resignations**

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher should provide such notice at least ninety (90) calendar days prior to the date the employee desires the severance to occur.
  2. It is agreed that liquidated damages are due to the District as follows:
    - a. Five hundred dollars (\$500.00) if the employee's resignation is provided on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.
    - b. One thousand dollars (\$1,000.00) if the employee's resignation is provided on or after August 1<sup>st</sup>, but before September 1<sup>st</sup>.
    - c. One thousand dollars five hundred (\$1,500.00) if the employee's resignation is provided on or after September 1<sup>st</sup>.
  3. Liquidated damages would not apply to teachers who do not return their contracts per the timelines in the Wisconsin Statutes, or whose resignation is tendered and effective after the end of the school year, but before July 1<sup>st</sup>.
  4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The administration in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
  2. Illness of employee; or,
  3. Other reasons as specifically approved by the Board.

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

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

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

### **Teacher Absence and Substitutes**

When a teacher is to be absent from school, it is the responsibility of the teacher to call the designated substitute/absence management service.

### **Summer School Assignments**

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

Summer school pay shall be compensated at the sixty (60) minute hourly rate of \$24.51. There shall be no compensation for preparation time, with the exception of the first day of mandatory meetings and preparation time. Otherwise, payment is available only for actual student-contact teaching time. Teachers shall not receive holiday pay for the Fourth of July. Teachers shall not receive paid sick leave or paid personal days during summer school.

### **Extended Contracts**

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

### **Job Sharing**

Job sharing is the voluntary sharing of one full-time teaching position by two teachers for the period of a full contract year when the following conditions are satisfied:

- (1) A teacher requesting to participate in a job sharing arrangement must have a minimum of three years of full-time teaching experience with the District unless otherwise approved by the Superintendent or designee.
- (2) Request to participate in a job sharing arrangement must be presented to the Superintendent or designee in writing no later than March 1 of the year preceding the year of the intended job sharing arrangement. The Superintendent or designee shall have the discretion to grant or deny a request.



- (3) The Superintendent's decision on whether or not to grant a job sharing request is final.
- (4) The teachers participating in a job sharing arrangement sign a statement of understanding recognizing the conditions and obligations of a job sharing arrangement.

#### Conditions

Each teacher shall have their salary, fringe benefits, seniority, and all other conditions affected by less than full-time status prorated subject to the part-time teacher standards as found in this *Handbook*.

- (1) Each job sharing arrangement shall be for one (1) year and subject to the Superintendent's or designee's approval before an extension can be recognized.
- (2) The work schedule for teachers participating in a job sharing arrangement shall be mutually agreed to by the teachers and subject to approval by the Superintendent or designee.
- (3) Teachers participating in a job sharing arrangement will not be eligible for Unemployment Compensation during the period of job sharing.

#### Obligations

Each teacher participating in a job sharing arrangement will be required to attend all professional development sessions, open houses, and parent teacher conferences in full.

- (1) If one of the teachers participating in a job sharing arrangement is absent and the job sharing arrangement is such that the two teachers share the classroom on a daily or weekly basis, the other teacher will provide substitute coverage at the prorated rate of a daily substitute unless the absence is to extend for a period greater than twenty (20) consecutive days, in which case the full contractual salary would apply.
- (2) Each teacher in a job sharing arrangement will promote the coordination of lesson plan development and the delivery of curriculum. The individual teacher work schedules will overlap in the middle of the day for a period of fifteen (15) to thirty (30) minutes. Each teacher's total daily time will remain fifty percent (50%) of a teacher's day, plus the non-compensated transition/overlap time. This time period of overlap will be mutually agreed upon between the teachers and the building principal.
- (3) If one teacher in a job sharing arrangement resigns his/her job during the school year, the other teacher sharing the job will be required to teach the full-time positions through the remainder of the year.
- (4) Both teachers in the job share arrangement shall be responsible for the content of professional meetings and professional development days and both teachers shall attend all meetings and professional development days in full without additional compensation.

### Termination of Job Share

When a job share is concluded or terminated, each participating teacher will return to a teaching assignment equal to the FTE they had prior to the job share arrangement. In the event this results in a reduction in force, such reduction in force shall be in accordance with the reduction in force provisions in this *Handbook*.

## **8.04 Teacher Supervision and Evaluation**

### **General Provisions**

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

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

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

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

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

### **Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats. A nonrenewal shall not be deemed a “termination” under the grievance procedure in this *Handbook*.

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

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to all applicable teaching staff. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be

accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
1. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
    - a. Educational Needs of the District: Will be those needs as identified and determined by the District.
    - b. Qualifications as Established by the District: Including, but not limited to specific skills, certification, training, District evaluations, etc.
    - c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.
    - d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated in the last two summative evaluations. Greater weight will be provided to the most recent evaluation.
    - e. Length of Service of the Employee.
      - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire.
      - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the District shall determine the employee who is senior.

### **Reduction in Hours Resulting in Nonrenewal**

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

### **Reemployment Process**

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance.

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy

occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*.

### **Termination of Reemployment Opportunities**

Reemployment opportunities shall end should an employee refuse reemployment to a permanent position. Casual, temporary or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment, or a temporary appointment, with the District.

### **Insurance Benefits Following Nonrenewal**

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

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

Non-renewed employees shall suffer no loss of base pay, sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the reemployment period.

### **Furloughs**

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

- A. Employees shall not receive their wages or salary but are permitted to apply accrued personal leave (thus receiving compensation).
- B. Employees are prohibited from working.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.

The District will not utilize the furlough section of the *Handbook* in the 2015-16 school year unless drastic changes are made at the State level regarding the District's funding and revenue projections.

## **8.06 Discipline, Termination and Nonrenewal**

### **Standard for Nonrenewal for Teachers**

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

grievance procedure of this *Handbook*. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22.

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

1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures for three (3) consecutive semesters may only be non-renewed for cause ("cause" is defined below).
2. A non-probationary teacher who has been placed on a plan of assistance under the District's evaluation procedures for three (3) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious. A nonrenewal shall not be deemed a "termination" under the grievance procedure in this *Handbook*. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22.

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

All teachers shall have a three (3) year probationary period.

### **Standard for Discipline and Termination for Teachers**

A teacher may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. "Cause" is defined as the following:

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

### **Representation**

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

## **Disciplinary Materials**

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

## **Termination of Employment**

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

- A. If the employee is discharged pursuant to the terms of this *Handbook*.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

## **8.07 Professional Compensation**

### **Salary Schedule**

The District has a compensation model for the teaching staff. All teachers have received a copy of the compensation model and the related Frequently Asked Questions Document. New teachers will receive a copy prior to the start of the school year.

### **Initial Salary**

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

The District, at its sole discretion, may provide a hiring bonus to specific individual teachers in a hard to fill position who have never taught in the District. The amount of the bonus shall not exceed five thousand dollars (\$5,000.00) unless otherwise approved by the Board. The bonus may be paid anytime after the signing of the teacher's initial contract with the District. The amount may be paid in one lump sum or in an installment format. If the installment format is used, the compensation must be fully paid within three (3) school years. The hiring bonus is not considered part of the educator's salary or base wage.

### **Overload Pay**

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

High School: An overload is defined as class time assigned above the yearly equivalent of three blocks and one ASPIRE class per day. An 85-minute per day overload will be paid at \$3,000 per term. Unbalanced schedules are specifically not considered overloads.

Middle School: An overload for non-allied arts classes is defined as class time assigned above the yearly equivalent of four classes and one homeroom per day. An overload for an allied arts class is defined as class time assigned above the yearly equivalent of six classes per day. A 45-minute to 60-minute per day overload will be paid at \$2,200 per quarter. Unbalanced schedules are specifically not considered overloads.

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

### **Curriculum Planning Projects and Other Projects with Scope of Employment**

When mutually agreed between the District and a teacher, curriculum development work and staff development work performed outside of the teacher workday shall be compensated at the rate of twenty-one dollars (\$21.00) per hour.

### **Teacher Leadership Positions**

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

### **National Board Certification and Master Educator License**

Teachers who received National Board Certification or a Master Educator License on or before June 30, 2011, shall receive compensation as per the language in the 2007-2009 South Milwaukee Education Association Master Agreement:

Teachers who obtain a master's educator license or National Board Certification shall receive a One Thousand Dollar (\$1,000) yearly stipend for ten (10) years. The stipend shall be payable at the end of each school year that the teacher worked for the District. Teachers will not be eligible for the stipend if the school year was not worked in the District. In no event will current or future compensation be reduced for educators that obtain compensation rights under this section during the 2007-2009 contract.

### **Supervision Pay and Assignment**

Pay for compensated supervisory duties will be paid on an hourly basis at the rate of \$14.00/sixty (60) minute hour. Compensation will be paid bi-weekly based on the actual hours worked in the pay period. Payment for supervision at athletic events shall be \$11/sixty (60) minute hour. Before school and after school supervision assignments are typically not compensated and are assigned on a rotating basis.

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

### **Substitute Pay**

- (1) When a teacher substitutes for another teacher during his/her preparation time or lunch hour, he/she shall be compensated at a rate of twenty-one dollars (\$21.00) per hour. Elementary teachers will only receive payment for keeping his/her own classroom students in lieu of art, library, music or physical education classes.
- (2) When a teacher substitutes for another teacher at any other time during the school day, other than those specified above, he/she shall receive a pro-rated portion of the current substitute daily rate paid in either thirty (30) or sixty (60) minute blocks.
- (3) Teachers shall not be paid for missing preparation time, except as otherwise described in this section. Specifically, teachers will not be paid for missed preparation time due to field trips or other events/activities.

### **Traveling Teacher Allowance**

The District shall approve the following rates of compensation for teachers traveling to more than one school within a school day:

- Teachers traveling to more than one school one or two days per week - \$275 annually.
- Teachers traveling to more than one school three or more days per week - \$325 annually.

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

## **8.08 Insurances**

### **Dental Insurance**

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

#### **A. Eligibility.**

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's dental insurance. For the purposes of employees' eligibility for insurance, full-time equivalency is defined as working eight (8) hours per day. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty



percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
  3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the dental insurance plan. For part-time employees who are eligible for and select single coverage, the District shall pay no more than the employee's percentage of employment or 87.4% of the single premium of the dental insurance plan, whichever is lesser. All employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family premium of the dental insurance plan. For part-time employees who are eligible for and select family coverage, the District shall pay no more than the employee's percentage of employment or 87.4% of the family premium of the dental insurance plan, whichever is lesser. All employees shall be responsible for the remaining portion of the premium.

## **Health Insurance**

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

### A. Eligibility.

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

Part-time teachers between .25 FTE and .49 FTE shall receive a yearly payment of two thousand five hundred dollars (\$2,500) and shall not receive any District-paid health insurance.

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

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

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

The District shall pay between 85% to 88% of the cost of single or family coverage for full-time employees, who are eligible for and select health insurance coverage, dependent upon the plan design selected by the employee. For part-time employees who are eligible for and select health insurance coverage, the District shall pay the same as a full-time employee, or the employee's percentage of employment,

whichever is less. Employees shall be responsible for the remaining portion of the premium.

### **Cash in Lieu of Health Insurance**

Under the Cafeteria Plan of the District, teachers who decline coverage through the District's health insurance program shall be offered a monthly cash payment equal to \$475 per month. This payment shall cease when the employee is enrolled in the health insurance program subject to the terms of the plan and consistent with the cafeteria plan and the insurance carrier's enrollment rules.

Teachers electing, under the Cafeteria Plan of the District, the cash payment in lieu of health insurance option shall have the opportunity to elect that a portion of or the entire amount of the cash payment be deposited into a TSA account held by a vendor approved under the District's 403(b) Plan as an elective salary deferral contribution. The District will make the cash payment to the teacher and/or TSA account on or about the normal payroll date on a monthly basis subject to all applicable withholdings and deductions.

The amount deposited into a TSA as a deferral contribution will count toward the annual individual elective contribution limit set under Internal Revenue Code Section 402(g) along with any regular TSA elective deferral contributions. In the event that the statutory limit is exceeded as result of elective deferral contributions, corrective distributions will be directed under the District's 403(b) Plan.

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

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

## **8.09 Retirement**

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

Teachers are automatically members of the Wisconsin Retirement System (WRS). The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

### **Post-Employment Benefits**

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

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

## **8.10 Paid Time Off**

### **Holidays**

Please refer to Part 6: Leaves-All Employees.

### **Personal Days**

One (1) day personal leave is granted per year and may be accrued to a maximum of two (2) days. Two (2) days in a year may be used if accrued. Approval or disapproval is given by the principal in relation to affecting the educational program. Personal leave days are not allowed before or after holidays, recess, or first and last day of the contract year. It is required that ten (10) or more days notice be given unless an emergency exists.

Employees who do not use the second accrued personal leave day shall have this day added to their personal sick leave days if they are not at the maximum sick leave allowance as specified in this *Handbook*. Employees who are at the maximum sick leave allowance shall receive compensation in the amount of one hundred dollars (\$100) by July 31 following the end of the school year if they have not used the second accrued personal leave day.

### **Sick Days**

Please refer to Part 6: Leaves-All Employees. Teachers who do not use any sick days during one contracted year shall receive a payment equal to the amount of the daily rate for a substitute teacher.

### **Compensatory Time**

Non-classroom teacher leaders are eligible to take up to five (5) days off during the school year for equivalent non-paid time performed leading summer initiatives or performing required duties as approved by the Superintendent or his/her designee if no other compensation is provided for that time. Summer days required as part of the regular teacher contract do not count toward potential compensatory time off. Teacher leaders must receive approval of the amount of earned compensatory time from the Superintendent or his/her designee by September 1 of each year. Compensatory time off must be pre-approved by the teacher's immediate supervisor at least ten (10) days in advance of the day off. Approval or disapproval is given by the supervisor in relation to affecting the educational program and professional duties of the teacher leader.

## **PART 9: SALARIED AND HOURLY SUPPORT STAFF**

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

### **9.01 Hours of Work and Work Schedule**

#### **Letter of Appointment**

Each new employee shall be issued a letter of appointment that shall be consistent with, but subservient to, this *Handbook* and Board policy. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. New employee letters will also include the date of hire.

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

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

#### **Regular Workday and Starting and Ending Times**

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

#### **Regular Workweek**

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

#### **Additional Hours and Overtime**

This section applies all support staff defined in this section. Additional overtime procedures for the custodian group may be found later in this *Handbook*.

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

### **Compensatory Time Off**

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

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

Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.

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

### **Lunch Period**

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

### **Emergency School Closure Days**

The District shall have the discretion to require employees to report to school on days when school is closed for students and teachers due to non-weather related emergency reasons.

Secretarial and professional employees shall have the discretion to report to work on days when school is closed due to inclement weather. Building service helpers, food service employees and paraprofessional aides are not to report to work on days when school is closed due to inclement weather. Unless otherwise notified, custodians are always required to report to work on days the school is closed for students due to inclement weather.

Hourly employees will be paid only for hours actually worked or for paid time off used. Salaried employees may not have salaries docked per state and federal guidelines.

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

### **Flexible Schedule**

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the

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

### **Attendance at Meetings**

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

## **9.02 Professional Growth**

### **Duty to Remain Current**

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

### **Professional Development Days**

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

## **9.03 Assignments, Vacancies and Transfers**

### **Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally for a minimum of three (3) working days, unless exigent circumstances as determined by the District require a shorter posting period. If the position is not filled internally, the position shall be posted externally. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. External vacancies will be posted on the WECAN website. The notice may include the following information: the date of posting, the job requirements, classification as applicable, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.



## **Interviews and Selection Process**

Transfers or promotions to another job or job classification shall be determined at the discretion of the District. The District retains the right to select the most qualified applicant for any position based upon stated job duties (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job duties). The term applicant refers to both internal candidates and external candidates for the position.

The District shall determine the timing and whether or not to grant the transfer request. The District may choose not to grant a transfer request if it would not be in the best interest of the District to do so. Decisions made by the District regarding transfers will not be subject to the grievance procedure.

## **Involuntary Transfers**

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

## **9.04 Supervision and Evaluation**

### **General Provisions**

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

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

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

### **Evaluators**

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

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

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

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

### **Notice of Reduction**

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

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

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

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

a. Building Service Helper	b. Custodian
c. Food Service Worker	d. Paraprofessional Aide
e. Secretary	f. Technical Support
g. Other	
  2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:
    - a. **Educational Needs of the District**: Will be those needs as identified and determined by the District.
    - b. **Qualifications as established by the District**: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.

- c. Qualifications of the Remaining Employees in the Affected Job Category:  
Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
- d. Length of Service of the Employee.
- 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
  - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the District shall determine who is the senior employee.

### **Reduction in Hours**

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

### **Reemployment Period and Process**

Reduced in time employees shall retain the option to be reemployed for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction, whichever is later.

All reduced in time employees shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

### **Termination of Reemployment Opportunities**

Reemployment options shall end should an employee refuse reemployment to a position in the job category, except as provided below. Casual or substitute work with the District during the recall period shall not extend the recall period. Employees on the reemployment list may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on layoff status shall not lose reemployment options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

## **Insurance Benefits Following Reduction in Force**

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

## **Accrued Benefits During Reemployment Period**

Reduced in time employees shall suffer no loss of sick leave or other accrued benefits when rehired. Sick leave days shall not accrue while an employee is not working for the District.

## **Furloughs**

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

- E. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation).
- F. Employees are prohibited from working.
- G. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- H. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.

The District will not utilize the furlough section of the *Handbook* in the 2015-16 school year unless drastic changes are made at the State level regarding the District's funding and revenue projections.

## **9.06 Discipline and Termination**

### **Length of Probationary Period**

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

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

- A. Probationary Employees: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the Grievance Procedures in this *Handbook*.
- B. Non-Probationary Employees: A non-probationary employee may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the Grievance Procedures in this *Handbook*. "Cause" is defined as the following:
  - 1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and

2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable. Progressive discipline may be used as appropriate.

### **Representation**

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

### **Disciplinary Materials**

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

### **Termination of Employment**

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

- A. If the employee is discharged pursuant to the terms of this *Handbook*.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

## **9.07 Wages, Compensation and Expenses**

### **Wage Schedule – Employee Classifications**

Please see Appendix B.

### **New Employee Wage Schedule Placement**

The District will assign an initial salary to employees upon hire for the 2015-16 school year.

### **Out of Classification Pay**

Any employee working in a higher paid classification for more than ten (10) consecutive working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

### **Rate of Pay upon Promotion/Transfer**

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

### **Call-In Pay**

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

## **9.08 Insurances**

All insurance information is found within Part 3 or Part 9 of the *Handbook*. Information regarding the insurance plans may be found on the District website.

## **9.09 Retirement**

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

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

## **9.10 Paid Time Off**

### **Holidays**

Please refer to Part 6: Leaves-All Employees.

### **Personal Days**

Two (2) days personal leave is granted per year and may not be accumulated year to year. Approval or disapproval is given by the supervisor in relation to affecting the educational program. Personal leave days are only allowed with District office approval before or after holidays, recess, or first and last day of the contract year. It is required that ten (10) or more days notice be given unless an emergency exists.

## **Sick Leave**

Please refer to Part 6: Leaves-All Employees.

## **Vacation Days**

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

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

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

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

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

### **Twelve-month (260 days) Employees:**

1. Ten (10) work days after one (1) year of service.
2. Fifteen (15) work days after six (6) years of service.
3. Twenty (20) work days after fourteen (14) years of service.

### **Eleven-month (240 days) Employees:**

1. Eight (8) work days after one (1) year of service.
2. Twelve (12) work days after six (6) years of service.
3. Sixteen (16) work days after fourteen (14) years of service.

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

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

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

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

## **9.11 Building Service Helpers**

### **Work Period**

The building service helper work year will commence on or about one week prior to the start of the school year and end on or about June 30. Building service helper positions are part-time during the work year except for voluntary cleaning at eight (8) hours per day in June.

### **Substitute Pool**

When a substitute from outside the department cannot be secured for completing work of an absent employee, the following procedure shall be used:

- At the elementary schools, employees working at that school shall be offered the opportunity to work for two additional hours each. A maximum of two employees shall work to replace an absent employee. If more than two employees volunteer to work in an evening, the employee who has not previously substituted shall be considered first.
- At the 6-12 Campus, employees shall be offered the opportunity to work for an additional one hour each. A maximum of four employees shall work to replace an absent employee. If more than four employees for each employee absent volunteers to work in an evening, the employee who has not substituted shall be considered first. If all volunteers have previously substituted, seniority shall be the deciding factor.

If no volunteers are available, administration reserves the right to require employees to work an additional half-hour each, if all the routes in that building are filled by an employee or long-term substitute on a regular basis.

The administration may create an “inner-sub” pool. The inner-sub pool will consist of volunteers from the current employee list that wish to volunteer to substitute on open routes.



The inner-sub pool will only be used for absences of three (3) or more days or with administration discretion for other absences.

### **Summer School Cleaning**

No later than June 1, all needed positions shall be posted on all department bulletin boards for three (3) days. If the exact number of positions is not known at that time, the number of positions posted will be the same as the previous year. If it is later determined that more positions are needed, any person that applied for but did not receive a summer school position will be assigned in order of seniority. Individuals assigned to a summer school position shall not post for new summer school positions. If it is later determined that less positions are needed, the least senior individuals will be removed from a position. Any individual that is originally assigned a summer school position based on the June 1 posting and later does not have a position due to fewer available positions, shall not be eligible for unemployment insurance.

Summer school work will be made available by order of seniority. If employee declines summer school work, individual will be next considered in seniority rotation. If employee chooses to decline, the employee shall retain his/her position on the seniority list for the following year.

## **9.12 Custodians**

### **Yearly Work Days**

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

### **Shift Differential Pay**

- A. Second Shift: Employees who work and are assigned to a regular second shift shall receive twenty five (25¢) cents per hour added to their regular rate of pay. Second shift is defined as a shift that starts at or after 11:00 am and ends at or before 8:00 pm.
- B. Third Shift: Employees who work and are assigned to a regular third shift shall receive thirty (30¢) cents per hour added to their regular rate of pay. Third shift is defined as a shift that starts at or after 8:00 pm and ends at or before 4:00 am.
- C. Non Monday-Friday Shift: Employees who work and are assigned to a regular shift that is not a Monday through Friday schedule shall receive one dollar (\$1.00) per hour added to their regular rate of pay.

### **Vacation Selection**

The vacation year shall be between July 1 and June 30. Vacation regulations will be provided by the administration on a yearly basis. Vacation shall be approved on a seniority basis.

## **Overtime Procedures**

Overtime shall be distributed as equally as practicable among employees in their respective job classifications, and the District shall post overtime accumulation and distribution biweekly. The following rules of procedure will be followed related overtime:

- In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- Overtime work shall first be assigned to those employees who normally work in the area or building where the need for overtime work arises.
- Overtime work shall be distributed as equally as possible among those employees in those areas or buildings where there is more than one employee.
- Employees not assigned to a specific area or building shall be placed in a labor pool for the purposes of accomplishing all overtime work which arises outside those specific areas or buildings, i.e., football games, snow plowing, etc.
- The distribution of overtime shall be based on a fiscal year and is not considered to be equitable for each month or pay period.
- In the event the employee who would normally be called in for each area or building cannot work, the administration will make every effort to call in the employee with the least amount of overtime who qualifies for such work.

The following rules of procedure will be followed related to actual distribution of overtime:

- The administration shall make a reasonable effort to notify the employee(s) to be called in with the least amount of overtime in the area or building where the work is to be performed.
- The administration shall, after Step (1) above, make every reasonable effort to notify the employee(s) to be called in, with the least amount of overtime, from the labor pool, who qualified for such overtime work.
- If, after accomplishing Steps 1 and 2 above, it is determined that more employees are needed, the following procedure shall be used:
  - The administration shall then notify the most junior employee, by seniority, who qualifies for such work, to report in. The employee so notified shall not refuse such overtime assignment unless conditions should exist that would make it impossible for said employee to properly engage in the work called in for.
- In case of emergency, the administration shall notify the employee(s) qualified and capable to do the work that is to be performed.
- The administration may contact employees who are absent from work due to vacation only when an employee has notified prior to leaving on vacation of their willingness to work and is available for work when contacted.

- The administration shall not make any effort to contact any employee who is absent from work due to reasons of sick leave, duty-incurred disability, or leave of absence, except in cases of extreme emergency.
- When an employee refuses overtime, the number of hours offered or available shall count the same as overtime hours worked; except that an employee will not be charged with refused overtime hours on Saturday or Sunday, unless he/she was offered such overtime hours prior to the end of his/her shift on the preceding Thursday.
- When an employee works an extended period of overtime, the employee may request to be released from further duty and shall not be charged additional overtime for the purpose of equal distribution. The administration shall make every effort to grant such request.

Equal distribution of overtime shall not require the District to pay overtime rates in the excess of one and one-half (1½) times the base hourly rate to employees who are below the average as a result of extended illness or absence.

Custodians shall be paid at one and one-half (1½) times the base hourly rate for all snow removal work performed outside of the individual's normal work day and for all weekend work that is not part of the individual's normal work day. These times will be paid in this manner regardless of other hours worked during the week.

### **Dental Insurance**

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

#### A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1800 working hours per year is eligible to participate in the District's dental insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1800 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the dental insurance plan. For part-time employees who are eligible for and select single coverage, the District shall pay no more than the employee's percentage of employment or 87.4% of the single premium of the dental insurance plan, whichever is lesser. All employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family premium of the dental insurance plan. For part-time employees who are eligible for and select family coverage, the District shall pay no more than the employee's percentage of employment or 87.4% of the family premium of the dental insurance plan, whichever is lesser. All employees shall be responsible for the remaining portion of the premium.

## Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1800 working hours per year is eligible to participate in the District's health insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1800 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this

*Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

The District shall pay between 85% to 88% of the cost of single or family coverage for full-time employees, who are eligible for and select health insurance coverage, dependent upon the plan design selected by the employee. For part-time employees who are eligible for and select health insurance coverage, the District shall pay the same as a full-time employee, or the employee's percentage of employment, whichever is less. Employees shall be responsible for the remaining portion of the premium.

**Cash in Lieu of Health Insurance**

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

Employees electing, under the Cafeteria Plan of the District, the cash payment in lieu of health insurance option shall have the opportunity to elect that a portion of or the entire amount of the cash payment be deposited into a TSA account held by a vendor approved under the District's 403(b) Plan as an elective salary deferral contribution. The District will make the cash payment to the teacher and/or TSA account on or about the normal payroll date on a monthly basis subject to all applicable withholdings and deductions.

The amount deposited into a TSA as a deferral contribution will count toward the annual individual elective contribution limit set under Internal Revenue Code Section 402(g) along with any regular TSA elective deferral contributions. In the event that the statutory limit is exceeded as result of elective deferral contributions, corrective distributions will be directed under the District's 403(b) Plan.

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

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

## **Post-Employment Benefits - Custodians**

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

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

## **9.13 Food Service**

### **Work Period**

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

### **Summer Food Service**

Employees interested in summer food service positions shall notify the District by March 1 of each year. The District will assign specific summer positions based upon the school year assignments of food service personnel.

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

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

### **Uniform Allowance**

Food service personnel shall receive a yearly uniform allowance of \$150.

### **Qualifications**

All food service personnel must be or become Serve Safe qualified by the end of the first year of employment.

## **9.14 Paraprofessional Aides**

### **Yearly Work Days**

Paraprofessional aides work all student days in the building at which the paraprofessional aide is assigned.

### **Summer School Assignments**

Employees interested in summer school positions shall notify the District by March 1 of each year. The District will assign specific summer school positions based upon the school year assignments of paraprofessional aides.

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

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

### **Playground/Lunch/Bus Supervision**

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

### **Highly Qualified**

The District may require paraprofessional aides to be highly qualified as defined in 20 USC 6319(c). If a paraprofessional has been determined by another Wisconsin public school district or by the Wisconsin Department of Public Instruction as meeting the requirements of 20 USC 6319 (c) as a highly qualified paraprofessional, then he/she shall be designated as meeting the requirements of 20 USC 6319 (c) by the School District of South Milwaukee.

An employee subject to the requirements of 20 USC 6319 (c), who is unable to meet these requirements, shall be subject to the terms of the reduction in force/lay-off language in this *Handbook*.

### **Health Insurance**

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1080 working hours per year is eligible to participate in the District's health insurance and receive a single health plan. Paraprofessional aides are not eligible for family insurance plans. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, lunch/playground supervision assignments, etc. Employees whose assignments are less than 1080 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions: Employees who are eligible for and select single coverage, the District shall pay no more than 85% to 88% of the single premium of the health insurance plan, dependent on the health plan design selected by the employee. All employees shall be responsible for the remaining portion of the premium.

**Cash in Lieu of Health Insurance**

Employees with at least five (5) full years of seniority who elect to not enroll or are not eligible to participate in the health insurance program shall receive an hourly, in-lieu of, rate of pay, of \$2.10 per hour. Employees with four (4) or less years of employment in the District are not eligible for in-lieu of pay. Under no circumstance shall the employee receive both the health insurance and the in-lieu of pay.

**Post Employment Benefits – Paraprofessional Aides**

Upon retirement, employees who are at least fifty-five (55) years old and have at least fifteen (15) years of continuous service with the District, shall receive a lump sum payment of one-thousand dollars (\$1,000).



## **9.15 Secretaries**

### **Yearly Work Days and Hours**

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

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

The work year for twelve-month (12) employees shall consist of 260 days including the contracted holidays per the Agreement.

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

### **Summer School Assignments**

The District will offer the elementary summer school position(s) to the first qualified secretary on the summer school list. The minimum qualification for the elementary principal secretary position is defined as a current elementary secretary.

Once the appointment is made, then the employee who received the summer school position will go to the end of the list, and all other employees who were lower on the list than the person selected will move up one position on the summer school list. If an employee turns down the position, then s/he goes to the bottom of the list. All employees who want to have their name added to the summer school list must notify the District by March 1 of that year, and their name will be placed at the end of the adjusted list based on seniority. The District shall have the ability to skip over a person in rotation for a non-arbitrary reason. This decision is not subject to the grievance procedure.

The following year the District will start at the top of the list and follow the same process. All names shall remain on the summer school list unless the employee asks to be removed.

### **Dental Insurance**

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

#### **A. Eligibility.**

1. **Minimum Hours for Any Board Contribution:** An employee whose individual assignment of at least 1557 working hours per year is eligible to participate in the District's dental insurance. Hours worked beyond those in the employee's normal

work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1557 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the dental insurance plan. All employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family premium of the dental insurance plan. All employees shall be responsible for the remaining portion of the premium.

## **Health Insurance**

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

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

than 1557 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:  
The District shall pay between 85% to 88% of the cost of single or family coverage for full-time employees, who are eligible for and select health insurance coverage, dependent upon the plan design selected by the employee. For part-time employees who are eligible for and select health insurance coverage, the District shall pay the same as a full-time employee, or the employee's percentage of employment, whichever is less. Employees shall be responsible for the remaining portion of the premium.

### **Cash in Lieu of Health Insurance**

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

Employees electing, under the Cafeteria Plan of the District, the cash payment in lieu of health insurance option shall have the opportunity to elect that a portion of or the entire amount of the cash payment be deposited into a TSA account held by a vendor approved under the District's 403(b) Plan as an elective salary deferral contribution. The District will make the cash payment to the teacher and/or TSA account on or about the normal payroll date on a monthly basis subject to all applicable withholdings and deductions.

The amount deposited into a TSA as a deferral contribution will count toward the annual individual elective contribution limit set under Internal Revenue Code Section 402(g) along with any regular TSA elective deferral contributions. In the event that the statutory limit is exceeded

as result of elective deferral contributions, corrective distributions will be directed under the District's 403(b) Plan.

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

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

### **Post-Employment Benefits - Secretaries**

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

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

## **9.16 Other Employees**

### **Dental and Health Insurance**

Employees not listed in Sections 9.11 through 9.14 shall receive dental and health insurance on a case by case basis. Such information shall be provided to each employee in the initial letter of appointment.

### **Other Post-Employment Benefits**

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

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

## **PART 10: EXTRA-CURRICULAR STAFF**

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### **10.01 Letter of Assignment**

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

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

### **10.02 Payments**

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

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

### **10.03 Work Schedule**

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

### **10.04 Evaluation**

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

## **10.05      Volunteers**

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

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

## **10.06      Pay Schedule**

The pay schedule is attached as Appendix C.

## **PART 11: SUBSTITUTE STAFF**

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### **11.01 Substitute Teachers**

#### **A. Pre-Employment Requirements**

Substitute teachers will be employed through Teachers on Call. The District retains the ability to directly employ permanent building substitutes and long-term substitutes.

#### **B. Long-Term Substitute Assignment**

1. When a substitute is assigned for more than twenty (20) consecutive days in the same specific position, then the long-term rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day.
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

#### **Insurance**

If a substitute teacher is anticipated to work at least 90% of the school year in the same position, then the substitute teacher will be eligible for health insurance. Substitute or replacement teachers shall not be eligible for health insurance during the months of July and August, unless hired as a permanent teacher for the following school year. The District's contribution shall be as set forth in section 8.08 of this *Handbook*.

#### **C. Dismissal/Removal from Substitute List**

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

### **11.02 Substitute Support Staff**

#### **Pre-Employment Requirements**

All new substitute support staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

Substitute support staff may be hired through Teachers on Call.

### Licensure and/or Permit

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

### Training and Evaluation

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

### Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned through the AESOP system. Assignments may be cancelled at the discretion of the District.
- B. Policies: School Board policies are available to the substitute on the District website.
- C. Notifying/Declining Daily Substitute Call:

A substitute may refuse a daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute staff list if the substitute demonstrates a pattern or practice of declining assignments.

- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Substitute Day: The substitute's length of service will be determined by the District.
- F. Compensation/Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District.
  - Building Service Helper: \$8.50/hour
  - Custodian: \$12.00/hour
  - Secretary: \$9.00/hour

### Dismissal/Removal from Substitute List

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

### Miscellaneous Provisions

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



## APPENDIX A: FMLA Poster

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

#### Basic Leave Entitlement

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

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

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or

incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

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

#### Substitution of Paid Leave for Unpaid Leave

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

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

## Appendix B: Wage Classifications

The wages for the 2015-16 school year are either not finalized or are found within the respective Collective Bargaining Agreements.

## Appendix C: Extra Curricular Pay Scale

### Athletic Assignments

<u>Sport</u>	<u>Title</u>	<u>\$ Amount</u>
Baseball	Head Coach	3619
	Asst. Coach	2714
Basketball - Boys	Head Coach	3619
	Asst. Coach	2714
	Asst. Coach	905
	Soph. Coach	2714
	Frosh. Coach	2533
Basketball - Girls	Head Coach	3619
	Asst. Coach	2714
	Soph. Coach	2714
	Frosh. Coach	2533
Cross Country - Boys & Girls (Head is of both)	Head Coach	3619
	Asst. Boys	2352
	Asst. Girls	2352
Football	Head Coach	3619
	Asst. Coach	2714
	Asst. Coach	2352
Golf – Boys	Head Coach	3076
	Asst. Coach	2352
Powerlifting	Head Coach	2895
Soccer - Boys	Head Coach	3076
	Asst. Coach	2352
Soccer - Girls	Head Coach	3076
	Asst. Coach	2352
Softball	Head Coach	3619

	Asst. Coach	2533
Swim - Boys	Head Coach	3619
	Asst. Coach	2714
Swim - Girls	Head Coach	3619
	Asst. Coach	2714
Tennis - Boys	Head Coach	3076
	Asst. Coach	2352
Tennis - Girls	Head Coach	3076
	Asst. Coach	2352
Track - Boys	Head Coach	3619
	Asst. Coach	2714
Track - Girls	Head Coach	3619
	Asst. Coach	2714
Track – Boys and Girls	Asst. Coach	2714
Volleyball - Boys	Head Coach	3076
	Asst. Coach	2352
Volleyball - Girls	Head Coach	3076
	Asst. Coach	2352
Wrestling	Head Coach	3619
	Asst. Coach	2714
Cheerleaders (Fall & Winter together)	Head Coach	3619
	Asst. Coach	2352
Pom Poms (Fall & Winter together)	Head Coach	3619
	Asst. Coach	2352

**Music and Drama Related Assignments**

Mod. Music Masters	362
Fall Play - General Director	2895
Musical - General Director	2714
Musical - Orchestra	1267
Musical - Vocal Preparation	1267

## **Student Activities**

Cadets	1267
Peer Mediation	696
Elementary Student Council	362
Middle School Newspaper	1810
Middle School Yearbook	1914
Middle School Student Council	1810
Middle School Spanish Club	905
Middle School Environmental	905
Middle School Musical	1448
Middle School Volunteer Coordinator	1810
Middle School National Junior Honor Society	905
Middle School Talent Show	696
Middle School WEB	2171
Middle School Peer Mediation	362
<b><u>High School:</u></b>	
AFS Club	905
AHANA	905
Senior Class Activities	2171
Head of Yearbook	3619
Chess Team	1267
Student Senate - High School	2895
Debate Head	2714
DECA	905
FBLA	905
German Honor Society	362
Spanish Honor Society	362
National Art Honor Society	362
National Honor Society	1448
Forensics Head	1810
Gay Straight Alliance	905
German Club	905
FCCLA	905
HOSA	905
Math Club	905
High School Paper	2714
SM Green	905
Thespians	362
Link Crew	2171
<b><u>Services</u></b>	
High School Store	696

**Music Services**

<b>Level</b>	<b>Music Area</b>	<b># Concerts</b>	<b>Per Concert</b>	<b>Max Per Area</b>
<b>Elementary</b>	General	4	\$125	\$500
	Orchestra	2	\$125	\$250
<b>Middle</b>	General	0	0	
	Choral	6	\$125	\$750
	Band	6	\$125	\$750
	Orchestra	6	\$125	\$750
<b>High</b>	Choral	8	\$125	\$1,000
	Band	5	\$125	\$625
	Orchestra	5	\$125	\$625

<b>Level</b>	<b>Music Event</b>	<b>Weighted Event</b>	<b>Per Event</b>	<b>Max Per Event</b>
<b>Elementary</b>	Solo Ensemble - Orch	1	\$250	\$250
	Solo Ensemble- Band	1	\$250	\$250
<b>Middle</b>	Solo Ensemble- Orch	1	\$250	\$250
	Solo Ensemble- Choir	1	\$250	\$250
	Solo Ensemble- Band	1	\$250	\$250
<b>High</b>	Solo Ensemble- Orch	1	\$250	\$250
	Solo Ensemble- Choir	1	\$250	\$250
	Feaste - Choral	3	\$250	\$750
	Feaste - Band	2	\$250	\$500
	Feaste - Orch	2	\$250	\$500
	Pep Band	2	\$250	\$500

**Art Services**

<b>Level</b>	<b># Events</b>	<b>Per Event</b>	<b>Max Per Level</b>
<b>Elementary</b>	5	\$125	\$625
<b>Middle</b>	1	\$125	\$125
<b>High</b>	5	\$125	\$625

**Longevity Pay for Co-Curricular Assignments**

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

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