



Effective September 1, 2011

**Employee Handbook – Part A**  
(Provisions applicable to all employees.)

# Employee Handbook Revision Log

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## Section 1: PREAMBLE and DEFINITIONS

### A.1.1 About this handbook

The School District of New Berlin affords equal employment opportunity to qualified individuals regardless of their race, color, national origin, religion, sex, age or disability, to the extent required by law, in all aspects of the employment relationship, including recruitment, selection, placement, training, assignment, promotion, transfer, compensation, benefits and termination.

This employee handbook is an employment guide for employees of the School District of New Berlin. This handbook outlines important information about compensation, benefits, leaves and absences, grievance procedure and work schedules. It is the employee's responsibility to read, understand and be familiar with this handbook. Any questions you have about provisions of the handbook should be emailed to [Human.Resources@nbexcellence.org](mailto:Human.Resources@nbexcellence.org). If you prefer to discuss your questions personally, contact the human resources office for an appointment.

The school or department to which you are assigned will establish additional appropriate guidelines and procedures. Questions that you have about these procedures and guidelines should be addressed with your supervisor.

This *Handbook* is not a contract or any part of a contract for employment, expressed or implied. Employees without an individual contract for employment are "at-will" employees.

Employees with an individual employment contract or who are provided a *Notice of Work Assignment* are subject to provisions of this handbook that are not covered in the individual employment contract or *Notice of Work Assignment*. If there is a conflict between the provisions of this handbook and the terms of an individual employment contract or *Notice of Work Assignment* the employment contract or *Notice* will control.

This *Handbook* is subservient to, and does not supersede the provisions set forth in District policies or state and federal laws.

### A.1.2 Definitions

- a. Administrators: Administrators are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and any other individual given an administrator contract by the School Board.
- b. Administrative Assistants: Administrative assistants perform clerical, secretarial and general organizational duties for management staff. Administrative assistants include confidential staff who may not be a member of an organized bargaining unit.
- c. Business Day: Business day is defined as Monday through Friday other than holidays or days when a school or schools are closed for an emergency.
- d. Calendar Year. A calendar year is from January 1 to December 31.

- e. Casual / Temporary Employee: Casual / temporary employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status. A casual employee shall have no expectation or rights of continued employment.
- f. Certified Staff: Certified employees are required to hold appropriate licensure or certification issued by the Wisconsin Department of Public Instruction under § 118.21, Wis. Stats., but does not include individuals employed as special education assistants, instructional assistants, para-professionals or other student learning assistants. Certified staff generally receive an individual contract for employment and the renewal of the individual contract is subject to Wisconsin Statutes.
- g. Child: 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.
- h. Classified Staff: Classified staff are regular employees other than certified staff and administrators and do not receive an individual employment contract with the District.
- i. Day: Day is defined to be from 12:00 midnight (12:00a) to 11:59p.
- j. Discipline: Discipline is defined as any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. Discipline shall not include the following:
  - i. plans of correction or performance improvement;
  - ii. performance evaluations or reviews;
  - iii. documentation of employee acts and/or omissions in an employment file;
  - iv. oral or written reprimands;
  - v. administrative suspension with pay;
  - vi. non-disciplinary wage, benefit or salary adjustment; or
  - vii. other non-material employment action.
- k. Exempt Employment: Exempt employees are exempt from the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, certified staff, administrators, managers and supervisors are exempt under FLSA regulations.
- l. Extra time: Extra-time is time worked beyond an employee's normal work schedule, but less than 40 hours in one week. Employees not exempt under the Fair Labor Standards Act (FLSA) will receive additional pay for extra-time, in accordance with the FLSA.
- m. Fiscal Year: The fiscal year is from July 1 through June 30.
- n. Full Time: Full-time employment, for calculation of benefit purposes only, for certified staff is defined as 1,520 hours per fiscal year and 1,920 hours per fiscal year for all other staff.

- o. Limited Term Employees: Limited term employees are casual employees hired for a specific period of time, usually related to a specific need or project.
- p. Manager: Managers are employees with managerial or supervisory responsibilities, as determined by the District, but who may not be covered under § 118.24, Wis. Stats. Management may include directors and coordinators.
- q. Non-exempt Employment: Non-exempt employees are assigned an hourly wage and may be eligible for additional compensation in accordance with the Fair Labor Standards Act (FLSA).
- r. Overtime: Overtime is hours worked in excess of 40 in one work week. Employees eligible for overtime pay, as determined under the Fair Labor Standards Act (FLSA), will be paid time and one-half for overtime hours.
- s. Parent: Parent means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
- t. Regular Employees: Regular employees are defined as employees the District considers continuously employed with a regular work schedule, until the District, at its discretion, changes the status of the employee.
- u. Regular Work Schedule: Regular work schedules will be established for regular employees and may be communicated to the employee on forms and in a manner established by the District.
- v. School Day: The school day begins when an employee first arrives at his/her work site and ends when the employee leaves the work site at the end of the day, without regard to temporary absences from the work site during the day.
- w. School Year. School year, as used in this *Handbook*, is annually established by the District and generally falls between August 15 and June 15.
- x. Serious Health Condition: A serious health condition is a disabling physical or mental illness, injury, impairment or condition involving (i) inpatient care in a hospital, nursing home or hospice, (ii) outpatient care that requires continuing treatment or supervision by a health care provider.
- y. Spouse: Spouse means an employee's legal husband or wife.
- z. Summer School Employee: A summer school employee is a casual employee who works for the District during the summer school session.
- aa. Summer School Session: Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
- bb. Substitute Employees: Substitutes are casual employees hired to replace a regular employee during the regular employee's leave of absence.

Generally, the District does not directly employ substitute employees, other than long-term subs. A long-term substitute is defined as an employee who replaces a regular employee with an approved absence of 20 or more days.

- cc. Supervisor: Supervisors include administrators and other managers designated by the District and have responsibility for the supervision and evaluation of assigned employees.
- dd. Teacher: Teachers are certified staff with primary responsibility for direct instruction of pupils.
- ee. Temporary / Casual Employees: Temporary employees are casual employees hired for a specific project or purpose for a specific length of time. A temporary employee has no expectation of continued employment.
- ff. Termination: Termination, as used in this handbook, means an involuntary loss of employment with the District. Termination results in involuntary separation and with prejudice to the employee. An involuntary termination will result in the loss of employment benefits. Termination shall not include:
  - i. layoffs;
  - ii. workforce reduction;
  - iii. voluntary termination including, without limitation, quitting or resignation;
  - iv. job abandonment;
  - v. end of employment due to disability;
  - vi. retirement;
  - vii. non-renewal under Wis. Stats 118.22; or
  - viii. any other cessation of employment not involving involuntary termination, including, but not limited to, completion of assignment of a temporary, seasonal, casual, contract, daily, substitute or replacement employment relationship.
- gg. Work site: Work site is the place the employee performs his/her duties on behalf of the District, but not necessarily on a school owned or leased property, other than an employee's home.
- hh. Work week: The work week shall begin at 12:00 midnight (12:00a) Sunday and end at 11:59p on Saturday.
- ii. Workplace Safety: Workplace safety, as used in this *Handbook*, means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

## **Section 2: GENERAL EMPLOYMENT CONDITIONS**

### **A.2.1 District Expectations**

- a. The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students and the public. The District expects employees to comply with established standards of conduct, all applicable Board policies, administrative rules, established procedures, work rules, job descriptions, terms of this *Handbook* and legal obligations. Violation may result in disciplinary action, including termination of employment.
- b. The District expects its employees to refrain from conducting activities during work time that is not associated with their assigned duties and responsibilities.
- c. 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, operating procedures, common practices of educational establishments and legal obligations.

### **A.2.2 Confidentiality**

- a. Pupil information obtained as the result of employment with the District is confidential and protected by law unless such information has been designated as pupil directory data in School Board policy. The law and respect for our student's rights require that student issues are only discussed with employees and parents who need to know the information.
- b. 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 superintendent, or designee.

### **A.2.3 Conflict of Interest**

- a. A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party with which the employee is affiliated because of the employee's position with the District. 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.
- b. 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.

- c. No employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any pupil while on the property of or at an activity of the District.

#### **A.2.4 Background Checks**

Offers of employment are contingent upon the results of various background checks. Employment will be offered pending the return and disposition of background checks. Individuals given an offer of employment are required to file, 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; and
- b. has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal.

Falsifying information shall be grounds for termination of employment.

Further, all persons given an offer of employment shall:

- a. agree to the release of all investigative records for examination for the purpose of verifying the accuracy of criminal information; and
- b. if requested, supply a fingerprint sample and submit to criminal history records checks.

#### **A.2.5 Obligation to Report Criminal Record**

- a. All District employees shall notify the human resources office, as soon as possible, but no more than three calendar days, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any offense involving moral turpitude, and any of the following:
  - i. alleged misconduct, including but not limited to, verbal, physical or sexual abuse or harassment;
  - ii. resignation, discipline or dismissal for immoral conduct or incompetence;
  - iii. revocation, suspension, denial or investigation of a professional certificate or license;
  - iv. violation of any civil, state or federal law or local ordinance for actions involving sexual conduct, physical abuse of a child and/or contributing to the delinquency of a child;
  - v. participation in a deferred prosecution to resolve a criminal matter;
  - vi. currently on probation, parole or other court-ordered supervision in any jurisdiction;
  - vii. acquitted or found not guilty by reason of insanity, mental disease or defect, diminished mental capacity or comparable legal defense or

- basis of an offense involving sexual conduct or harm or threat of harm to another;
- viii. are or have been a party to a civil settlement, award or agreement or any kind that involved an allegation concerning your conduct as an employee in an educationally related position or setting;
  - ix. crimes involving school property or funds;
  - x. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - xi. crimes that occur wholly or in part on school property or at a school-sponsored activity;
  - xii. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
  - xiii. a misdemeanor that violates the public trust.
- b. 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. 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.
- c. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken:
- i. the nature of the offense;
  - ii. the date of the offense;
  - iii. the relationship between the offense and the position to which the employee is assigned.
- d. Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

#### **A.2.6 District Property**

- a. The District may provide an employee with equipment or supplies to assist in the performance of duties. Employees are required to show reasonable care and to take precautions for theft for any equipment issued. District owned property shall not be used by the employee for personal reasons. Any equipment, unused supplies, keys, employee identification badges or any other item issued by the District must be returned prior to the employee's last day of employment.
- b. Employees shall not use District provided property, including computer networks, email systems, air wave rights, copiers, and any other property for other than District related business. Communications related to District

purposes with parents, students and others, using District property, shall be in conformance with the District's acceptable use policy.

#### **A.2.7 Identification Badge**

Employees shall, at all times, while on school premises or with pupils outside of school premises, wear, in a visible place, a District issued employee identification badge.

#### **A.2.8 False Reports**

Employees shall not file false reports or statements, including but not limited to, accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

#### **A.2.9 Gifts**

- a. An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities or beverages that are provided in connection with a conference sponsored by an established or recognized educational or business association. Teachers may accept only gifts of token value from students.
- b. Employees shall decline gifts, gratuities or favors from any organization or individual seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the business office for proper processing under the District's policy on gifts and solicitations. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision may be accepted.

#### **A.2.10 Investigations**

Employees have an affirmative duty to provide supervisors, or any other District official conducting an investigation, all relevant and factual information related to the subject of an investigation.

#### **A.2.11 Licensure / Certification**

Employees who are required to be licensed or certified by law must provide the District with a copy of the current license / certificate. Employees hired with specific certifications / licenses shall keep all said licenses / certification current unless authorized, in writing, by the superintendent, or designee, to allow the certificate / license to expire.

### **A.2.12 Nepotism**

- a. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity that they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- b. For purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- c. Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall inform his/her supervisor of the relationship and shall refrain from participating in such hiring.

### **A.2.13 Personal Appearance / Dress Code**

Employees are expected to present a well-groomed and professional appearance. The District expects that all employees are neat, clean, and wear appropriate attire that is in good taste and suitable for an educational setting. Dress or attire considered disruptive, inappropriate or which adversely affects the educational atmosphere is not acceptable.

- a. Generally, employees not required to wear a uniform shall dress in business casual attire when students, parents or the public is normally present in the building and at a school sponsored events.
- b. Employees not required to wear a uniform may wear approved spirit wear on designated spirit days.
- c. Custodians, maintenance, and food service personnel shall wear uniforms provided by the District.
- d. Employees may be required to wear appropriate safety gear as deemed necessary by their supervisor.

### **A.2.14 Personal Property**

The District does not assume any responsibility for loss, theft or damages to personal property. The District is not liable for vandalism, theft or any damage

to cars parked on school property. The District does not have insurance coverage for any loss or injury for which the District does not have legal responsibility.

#### **A.2.15 Student Relations**

Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students and 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 social, including social media, or romantic relationships with students, regardless of whether or not the student is 18 years old or older.

#### **A.2.16 Social Media**

Employees shall not communicate with students, including adult students, through social media, except for educational purposes expressly related to the student's course work or co-curricular activities.

#### **A.2.17 Physical Examinations**

The District may require a physical and/or mental examination, at the expense of the District, when reasonable doubt arises concerning the current health of the employee, consistent with limitations imposed by applicable state and federal law.

#### **A.2.18 Political Activity**

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

- a. No school employee shall, during the school day, use time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- b. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- c. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

#### **A.2.19 Secondary Employment**

Secondary employment shall not interfere with normal work hours or diminish the capacity of the employee to perform his/her duties.

#### **A.2.20 Severance from Employment**

An employee's employment relationship shall be broken by:

- a. termination pursuant to the terms of this *Handbook* and the employee's individual contract, if any;

- b. voluntary resignation;
- c. retirement;
- d. nonrenewal of the employee's contract,
- e. failure to return to work the day following the expiration of an authorized leave of absence; and
- f. job abandonment.

#### **A.2.21 Solicitations**

Employees shall not solicit students. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

#### **A.2.22 Work Spaces**

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, computers, computer networks 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 are locked or unlocked.

#### **A.2.23 Work Made for Hire**

Any work prepared by an employee within the scope of his/her employment or while under the pay of the District is owned by, and the property of, the District.

#### **A.2.24 Workplace Safety**

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Firearms and dangerous weapons are prohibited on all property of the District, except licensed peace officers who are serving in their official capacities.

Any employee who is injured on the job shall report the injury to the employee's immediate supervisor and shall complete the appropriate form(s) prior to seeking medical attention, if 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 emergency, or as soon as practicable thereafter. The employee shall cooperate fully with the District's representative in regard to investigation of any injury or accident.

#### **A.2.25 Personnel File**

- a. A confidential personnel file is maintained for every active employee of the District. The file is the property of the District and contains essential employee information and documents.
- b. Employees may view the contents of their file by submitting a request to the human resources office. The Chief Finance and Operations Officer (CFO), or designee, will schedule a time for the review of the file. Examination of the file must be done in the presence of the CFO, or designee. An employee

may review the file no more than once per year unless the employee is subject to discipline or involuntary termination.

#### **A.2.26 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, including the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

#### **A.2.27 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.

#### **A.2.28 School Board Functions and Policies**

Notwithstanding any provision of this *Handbook*, the School Board, on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, responsibilities, and duties conferred upon and vested in it by the laws and constitutions of the State of Wisconsin and the United States.

### **Section 3: GRIEVANCE PROCEDURE**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. Days, as used in the section of the *Handbook*, means "calendar days".

#### **A.3.1. General Requirements**

- a. An employee may only initiate a grievance regarding employee termination, employee discipline or alleged workplace safety issues.
- b. The term "employee termination" as used in this section, shall not include the following:
  - i. layoffs;
  - ii. workforce reduction activities;
  - iii. voluntary termination including, without limitation, quitting or resignation;
  - iv. job abandonment;
  - v. end of employment due to disability;
  - vi. retirement;
  - vii. non-renewal under state statutes, sec. 118.22; or
  - viii. end of employment and/or completion of assignment of a temporary, seasonal, contract, daily assignment, substitute, or replacement employment relationship.
- c. The term "employee discipline," shall include any employment action that results in suspension with loss of pay, reduction in pay, reduction in other

- benefits, or other forms of discipline that result in a demotion and/or adverse financial impact to the employee.
- d. The term "employee discipline," as used in this section, shall not include the following:
- i. plans of correction or performance improvement;
  - ii. performance evaluations or reviews;
  - iii. documentary letters or other documentation of employee acts and/or omissions in an employment file;
  - iv. oral or written reprimands or warnings;
  - v. administrative suspension with pay;
  - vi. non-disciplinary wage, benefit or salary adjustments; or,
  - vii. other non-material employment actions.
- e. 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.

### **A.3.2. Timelines**

- a. The employee must file a written grievance within fifteen (15) days of the termination, discipline or actual or reasonable knowledge of an alleged workplace safety issue. The grievance must be in writing on forms prescribed by the District. The grievant must discuss the issue with his/her immediate supervisor at least seven (7) days prior to filing the written grievance.
- b. The superintendent, or designee, will meet with the grievant within twenty (20) days of receipt of the written grievance. A written response will be made within seven (7) days of the meeting.

### **A.3.3 The written grievance must contain:**

- a. a statement of the pertinent facts surrounding the nature of grievance;
- b. identification of any witnesses of the alleged incident;
- c. the date and time the incident occurred;
- d. the steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- e. the specific requested remedy; and,
- f. the workplace safety rule alleged to have been violated, if applicable.

### **A.3.4. The administration's written response to the grievance must contain:**

- a. a statement of the date the meeting between the administrator and grievant was held;
- b. a decision as to whether the grievance is sustained or denied;
- c. in the event the grievance is denied, a statement outlining the timeline to appeal the denial.

### **A.3.5. Impartial Hearing**

- a. The grievant may file an appeal to an Impartial Hearing Officer (IHO) by giving written notice to the Administrator who initially met with the grievant, within fifteen (15) days of the administrator's response. A mutually agreeable hearing date will be coordinated between the District representative, the Impartial Hearing Officer and grievant. If a mutually agreeable date and time cannot be established, the IHO will select the date and time for the hearing.
- b. The Impartial Hearing Officer shall file a written response, delivered simultaneously to the District and grievant, within forty-five (45) days of the hearing date.
- c. The non-prevailing party may file a request for School Board review of the Impartial Hearing Officer's decision within fifteen (15) 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 forty-five (45) days of the appeal. A decision will be made within ninety (90) days of the filing of the appeal.
- d. All timelines may be extended by mutual agreement.

### **A.3.6. Impartial Hearing Officer Selection:**

The District 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.

### **A.3.7. Impartial Hearing Officer Standard of Review:**

- a. The decision of the administrator must not be arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the District. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence.
- b. The Impartial Hearing Officer's written recommendation to the grievance must contain:
  - i. a statement of the pertinent facts surrounding the nature of the grievance;
  - ii. a recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation.;
  - iii. a statement outlining the timeline to appeal the recommendation;
  - iv. the IHO must sustain or deny the decision of the administrator. Authority is not given to modify the decision made by the administrator. Authority is not given to grant in whole or in part the specific request of the grievant.

### **A.3.8. Appeal to the School Board:**

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

### **A.3.9. Process**

- a. Grievances will be processed per the provided timelines.
  - i. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
  - ii. An employee may not file or advance a grievance outside of the designated timeframes.
  - iii. The administrator assigned to the grievance may advance a grievance to the next step at the written request of either the employee or the supervisor.
- a. Grievance meetings / hearings held during the employee's off-duty hours will not be compensated.
- b. Granting the requested or agreed upon remedy resolves the grievance.
- c. The decision of the School Board is final and not subject to further review

## **Section 4: PAYROLL PROCEDURES**

### **A.4.1 Pay Periods**

Normal pay dates will be the 5<sup>th</sup> and 20<sup>th</sup> of each month, 24 pay cycles per fiscal year. If the normal pay date falls on a holiday or weekend, the pay date will be the previous business day. Employees on a ten (10) month schedule will receive pay equivalent to 5 pay cycles on the last pay date of the fiscal year.

### **A.4.2 Pay Calculation**

- a. Employees receiving an individual contract from the District will be paid in equal amounts for each pay period from the first pay period after the effective date of the contract to the end of the fiscal year.
- b. Employees receiving a *Notice of Work Assignment* will be paid in equal amounts, based on approved number of hours times their approved hourly rate, for the number of remaining pay periods in the fiscal year, at the discretion of the District, with adjustments made for absences and additional pay as required by law.

#### **A.4.3 Direct Deposit**

- a. Employees will be paid by direct deposit only. An employee will not receive his/her pay unless a properly executed *Direct Deposit Payroll* form has been received by the payroll office not less than 10 days before the normal pay date, as set forth above, indicating the proper financial institution routing number and account number to which the deposit is to be made.
- b. It is the employee's responsibility to inform the payroll office of changes in direct deposit not less than 10 days before the change becomes effective.

#### **A.4.4 Payroll Forms**

- a. Employees shall complete all required payroll forms such as time sheets, payroll information forms, federal and state tax and employment forms and submit to the payroll office in accordance with established procedure.
- b. Failure to submit time sheets in accordance with the payroll calendar can delay payment. Failure to submit time sheets within 30 days of completion of a work period may result in loss of pay, as permitted by federal and state law.

#### **A.4.5 Mileage and Expense Reimbursements**

- a. Reimbursement for mileage and other expenses will be made only if the expense is approved in advance by the employee's supervising administrator. Reimbursement claim forms must be submitted within 30 days of the occurrence of the expense. Failure to submit claim forms in a timely manner may result in denial of the claim and other discipline.
- b. Reimbursement for mileage and expenses approved in advance and incurred on approved district business will be included as part of the employee's payroll direct deposit, at the discretion of the District. Reimbursement will be made on the 2<sup>nd</sup> direct deposit of each month for approved reimbursement claim forms received by the business office by the 6<sup>th</sup> of the month.

#### **A.4.6 Pay While on Worker's Compensation**

- a. The employee will receive his/her regular pay for up to 3 consecutive days of absence due to a work related injury. Following the 3 days, the employee will receive his//her worker's compensation payment from the worker's compensation insurance company.
- b. An employee may elect to use accrued sick leave and compensated absence leave to supplement his/her worker's compensation payment at the rate of one-third (1/3) of a day of leave for each day on worker's compensation, until the employee has exhausted his/her available leave. The District will assume the employee will make this election unless advised otherwise.

## Section 5: LEAVES of ABSENCE

### A.5.1 General Leave Conditions

- a. Requests for a leave of absence of any type shall be submitted for approval to the employee's supervisor not less than two (2) weeks in advance of the beginning of the leave, unless the leave is for sickness or injury, the onset of which does not allow for a two week notice.
- b. Any employee who is absent from work for two (2) days or more for other than an approved leave shall be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- c. In the event the employee does not return to work following the expiration of an approved leave s/he will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

### A.5.2 Holidays

- a. Twelve Month Employees. Twelve month employees with a normal work schedule of 1,920 hours or more will be granted 10 paid holidays, as designated by the District, per year. Generally, paid holidays will include January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, 25 and 31<sup>st</sup> and one additional day designated by the District each year.
- b. Ten Month Employees. Ten month employees with a normal work schedule of 1,520 hours or more will be granted 3 paid holidays, as designated by the District, per year. Generally, paid holidays will include Thanksgiving Day, January 1 and Memorial Day.
- c. If a holiday falls on a weekend, the District may, in its sole discretion, designate a different paid holiday.

### A.5.3 Jury Duty

- a. Twelve month employees required to serve on jury duty during their regular work schedule will continue to receive their regular pay for the duration of their jury duty service as long as the employee:
  - i. notifies his/her immediate supervisor on the next business day after receipt of notice of jury duty, and
  - ii. arranges for a substitute employee as required by established procedures.
- b. Ten month employees are required to inform the appropriate court official that they are available for jury duty without a disruption in work during non-school periods. Ten month employees that make such a notification but are still required to serve on jury duty during the school year will continue to receive their regular pay for the duration of their jury duty service.

- c. Employees will provide the district with documentary evidence of jury duty service, including documentation of informing the court of availability during non-school periods.

#### **A.5.4 Sick Leave**

- a. Eligible employees will be granted ½ day sick leave on the 20<sup>th</sup> of the month for every month in which the employee works.
- b. Sick leave days that are unused at the end of the fiscal year will be applied to the employee's individual accumulated sick leave balance, to a maximum of 45 days.
- c. Employees may use sick leave for the following purposes:
  - i. personal illness, injury or serious health condition of the employee;
  - ii. illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(23);
  - iii. up to ten (10) days per school year for the serious health condition of a spouse, child or parent; or
  - iv. medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- b. When an employee becomes eligible for benefits under the District's disability program the employee will no longer receive sick leave.
- c. When possible, employee shall inform his/her supervisor prior to, or within the two (2) hours of his/her normal daily starting time, of his/her need to be absent. The employee may be required, at the superintendent's, or designee's, discretion, 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.
- d. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.
- e. In the event that a paid holiday falls within a period when an employee is absent on accumulated sick leave, the absence shall be charged as a paid holiday and not deducted from the employee's accumulated sick leave.

#### **A.5.5 Compensated Leave**

- a. Compensated leave may be used for sick, emergency, bereavement, or personal reasons.
- b. Eligible twelve month employees will be granted compensated leave in accordance with the provisions below.
  - i. First year of employment. Newly hired employees will be granted six (6) compensated absence days on the first day of their first full month

of employment with the District. If the employee is hired other than July 1, the days granted will be prorated at 1/2 of one day for each full month of employment remaining in the fiscal year. If the newly hired employee leaves his/her position with the district before the end of the initial term and has used compensated leave, the district will reduce the employee's final pay for any unearned compensated leave. Leave is earned at the rate of 1/2 day per three full months of employment.

- ii. Second year and beyond. Employees will be granted ten (10) days on the first day of each fiscal year.
  - iii. Fifth year and beyond. Employees will be granted an additional five (5) days on the 5<sup>th</sup> day of January.
  - iv. Compensated absence days that are unused at the end of the year expire as of June 30 and cannot be carried forward.
- c. Eligible Ten month employees will be granted compensated leave in accordance with the provisions below.
- i. First year of employment. Newly hired employees will be granted four (4) compensated leave days on the first day of their first full month of employment with the District, although the leave will not be considered earned. If the term of employment for the first year is less than 10 months, the number of days will be prorated at 4/10ths day per full month of employment remaining in the employment term. If the newly hired employee leaves his/her position with the district before the end of the initial term and has used general leave, the district will reduce the employee's final pay for any unearned general leave. Leave is earned at the rate of 4/10ths day per full month of employment.
  - ii. Second year and beyond. Employees will be granted four (4) days on the 5<sup>th</sup> of September.
  - iii. Compensated leave days that are unused at the end of the fiscal year will be applied to the employee's individual accumulated sick leave account, to a maximum of 45 days. Compensated leave days that are unused at the end of the year expire as of June 30 and cannot be carried forward if the employee has accumulated sick leave of 45 days or greater.

#### **A.5.6 Maternity Leave**

Employees on approved maternity leave will continue to receive their base pay and continue to be enrolled in the District's health benefit plan until their earned compensated and sick leave is exhausted. Further continuation in the District's health benefit plan is subject to application of federal and state law.

#### **A.5.7 Unpaid Leave**

- a. Requests for an unpaid leave of absence must be submitted to the human resource office at least sixty (60) days prior to the anticipated beginning of the leave, except as provided below. Such application will be reviewed and

submitted to the School Board for action. Unpaid leave shall be granted or denied in the sole discretion the District, in conformance with law.

b. Benefits during leave:

- i. Employer paid benefits are not continued during an unpaid leave, except as required under federal or state law.
- ii. The employee may continue health insurance during the leave of absence by remitting the full premium or premium equivalent amount to the District, in the manner prescribed by the District. The continuation of health insurance at the employee's expense is contingent upon the health benefit plan allowing such. If the premium / premium equivalent is not received by the first of the month, the employee's insurance coverage shall be terminated.
- iii. During the unpaid leave, the employee shall retain accumulated sick leave, but shall not accrue additional leave.

- c. Employee shall notify the human resource office his/her 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, s/he will be deemed to have resigned from his/her position with the District as of the expiration date of the leave.

I. Medical Leave:

- a. Requests for unpaid medical leave must be submitted not less than sixty days (60) days prior to the anticipated beginning of the leave, unless the medical circumstance is of an emergency nature, and must be accompanied by a physician's statement attesting to the employee's medical condition and anticipated duration of the leave. The District reserves the right to request interim statements from the employee's physician. The unpaid medical leave of absence shall not exceed twelve (12) months.
- b. The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:
  - i. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
  - ii. 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 the statement of the District's selected physician shall prevail.
- c. The term of medical leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

II. Child Rearing Leave:

- a. Requests for an unpaid child rearing leave of absence must be submitted to the human resource office at least sixty (60) days prior to the anticipated beginning of the leave, 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.
- b. Child rearing leave requests must be accompanied by acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work.
- c. The maximum length of child rearing leave shall be:
  - i. Child born or adopted during the summer vacation – the following two semesters.
  - ii. Child born or adopted during the first semester – the balance of that semester plus the second semester.
  - iii. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.
  - iv. Shorter leave and/or an early return from the leave shall only be upon approval by the District.
- d. The term of child rearing leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

III. Uniformed Services Leave:

- a. The School Board shall grant unpaid leave to employees performing duty, whether voluntary or involuntary, in a uniformed service in accordance with federal and state law.
- b. Uniformed services consist of the following:
  - i. Army, Navy, Marine Corps, Air Force and Coast Guard
  - ii. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
  - iii. Army National Guard and Air National Guard
  - iv. Commissioned Corps of the Public Health Service
- c. Any other category of persons designated by the President in time of war or emergency
- d. Duty in a uniformed service means:
  - i. active duty and active duty for training;
  - ii. initial active duty for training;
  - iii. inactive duty training;
  - iv. full-time National Guard duty;

- v. absence from work for an examination to determine a person's fitness for any of the above types of duty;
  - vi. funeral honors duty performed by National Guard or Reserve members; and
  - vii. duty performed by intermittent employees of the National Disaster Medical System (NDMS), when activated for a public health emergency, and approved training to prepare for such service.
- e. Requests for leave for uniformed service shall be submitted to the human resource office with a copy of the military order so requiring such service as far in advance as possible.
  - f. Employees returning from duty in a uniformed service shall have reemployment rights in the same or a similar position, as determined by the District, held prior to entering service.

#### IV. Other Unpaid Leave:

Request for an unpaid leave of absence for other than medical or child rearing purposes shall be submitted to the human resource office not less than ninety (90) days prior to the anticipated beginning of the leave. Approval of the leave and its duration is at the sole discretion of the District.

#### **A.5.7 Return from 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.

#### **A.5.8 Tracking Leave**

Leaves of absence are tracked in the District's record system by number of hours. For purposes of tracking, employees will be recorded with absences and accruals based on number of hours normally worked in a day. For example, a full-time employee's records will be based on eight (8) hours per day, whereas an employee with a 75% assignment will be based on six (6) hours per day.

## **Section 6: EMPLOYER PAID BENEFITS**

### **A.6.1 General Provisions**

Eligibility for employer paid benefits is determined by an employee's employment category and full-time equivalent (FTE) status. Additional guidance on eligibility is provided in Sections B, C and D of this *Handbook* and in individual employment contracts or *Notice of Work Assignment*. General provisions as described below do not create eligibility for a benefit contrary to specific provisions provided elsewhere.

### **A.6.2 Flexible Spending Account**

An Internal Revenue Service qualified flexible spending account (FSA) that permits employees to reduce their salary and set aside amounts to cover eligible medical and dependent care expenses on a tax favored basis will be offered to employees. All eligible employees are automatically enrolled in the insurance premium provision of the FSA, consistent with applicable law. Contracted employees with a normal work schedule of 600 hours or greater and classified employees paid on an annualized earnings basis (equal pay amount for the fiscal year) may elect to enroll in the medical and dependent care optional accounts.

### **A.6.3 Tax Sheltered Annuity Program**

- a. An Internal Revenue Service qualified tax sheltered annuity (TSA) program will be offered to eligible employees who desire to execute a salary reduction agreement for contribution to a qualified TSA. Contracted employees with a normal work schedule of 600 hours or greater and classified employees paid on an annualized earnings basis (equal pay amount for the fiscal year) may elect to enroll in a TSA.
- b. The District will determine vendors from which the employee may choose to make contributions. Employees may modify their contribution no more than three (3) times per year.

### **A.6.4 Employee Assistance Program**

The District will offer an employee assistance program at no cost to eligible employees. The vendor and benefits shall be selected by the District.

### **A.6.5 Employee Wellness Program**

Employees, retirees and their spouses may participate in the District's wellness program. The benefits and coverages of the wellness program shall be selected by the District. The District's selected contractor / employee that administers the wellness program shall maintain employee health and medical information in strict confidence; such information shall not be shared as required by federal law.

### **A.6.6 Health Benefit Program**

- a. Employees eligible for the health benefit program will be provided benefits in accordance with this section if they enroll within thirty (30) days of their first date of employment with the District.
- b. The District shall maintain a health benefit program, including medical, prescription drug, vision and dental for eligible employees with a normal work schedule 60% of full-time or greater. The benefit program's coverages will be selected and determined by the District. The District shall have sole discretion to determining whether the program will be self-funded or insured and will have sole-discretion for selection of the carrier or carriers for insured programs.
- c. The District will pay the monthly premium / premium equivalent for eligible employees to the maximum amounts established by the District. The District

will pay a pro-rated monthly premium / premium equivalent, rounded to the next \$.50, for eligible part-time employees enrolled in the benefit program. Employees shall pay the difference between the District paid amount and the established premium equivalent through a payroll deduction, unless they are on an approved leave of absence, in which case the payment will be made as specified by the District.

- d. Eligible employees, whether part-time or full-time, enrolled in the health benefit program that do not certify they have been nicotine free for not less than twelve (12) months shall pay 15% of the maximum single or family plan premium / premium equivalent as a premium surcharge. The employer may waive this provision for an employee that certifies s/he is actively participating in a recognized smoking cessation program one time.
- e. An eligible employee may elect to enroll in the dental only plan. The District will pay the full cost of the dental only plan, either single or family, for full-time employees and will pro-rate the payment for eligible employees that work less than full-time.
- f. Employees, retirees and spouses covered by the District's health benefit program may elect to participate in the District sponsored employee wellness program. The District will reimburse employees and retirees covered by the District's health benefit program that actively participate in the wellness program a portion of the medical plan deductible to a maximum amount established by the District. The reimbursement for eligible employees that work less than full-time will be pro-rated, to the nearest \$.50.
- g. Active participation means:
  - i. Annually complete a District selected health risk assessment, including biometrics;
  - ii. Refrain from use of illegal drugs; and
  - iii. Actively engagement in a program to reduce identified risk factors, including, but not limited to, coaching, diet modification, behavior interventions, follow-up medical care and smoking cessation programs.
- h. Employees in their initial year in the wellness program, including the first year under this *Handbook*, will be eligible for reimbursement upon completion of the health risk assessment and certification they have not used illegal drugs at anytime in the last twelve (12) months. Eligibility for reimbursement in subsequent years shall require active participation in a program to reduce identified risk factors during the previous year.
- i. Employees and retirees covered by the District's health benefit program that do not participate in the employee wellness program will be eligible for reimbursement of a portion of the medical plan deductible to a maximum amount established by the District. The reimbursement for eligible employees that work less than full-time will be pro-rated, to the nearest \$.50.

### **A.6.7 Life Insurance**

The District will offer group term life insurance in an amount of one times salary to employees that have a normal work schedule of greater than 60%. Employees eligible for life insurance may elect coverage for their spouse and other dependents, as provided for by the life insurance carrier, at their own cost.

### **A.6.8 Long-term Disability**

- a. The District will provide a long-term disability insurance for eligible employees with a regular work schedule of six-hundred (600) hours or more per fiscal year. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.
- b. The disability insurance policy will pay 75% of the employee's regular wages while on disability, after a forty-five (45) calendar day waiting period.
- c. Employees on disability will be continued on the District's health benefit program on the same basis as enrolled immediately prior to the disability, for a maximum of twenty-four (24) months.
- d. Employees that return to work from disability in twenty-four (24) months or less may be returned to his/her former position, if available. If the former position is not available, as determined by the District, the employee will 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.
- e. Employee eligibility to return to work after twenty-four (24) months of disability will be determined by the District.

### **A.6.9 Wisconsin Retirement System (WRS) Contribution**

- a. Employees will be enrolled in the Wisconsin Retirement System (WRS) in accordance with provision and rules of the WRS. The District will withhold the employee's required contribution from the employee's pay on a pre-tax basis.
- b. Employees receiving an annuity from the WRS shall complete ETF Form 2319, REHIRED ANNUITANT ELECTION and submit to the payroll office prior to receiving their first pay check from the District.
- c. The District will pay the required employer's contribution as determined by the WRS.

## **Section 7: DISCIPLINE and NON-RENEWAL**

### **A.7.1 Non-renewal**

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in § 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of § 118.22, Wis. Stats. and is not covered by the grievance procedure of this *Handbook*.

### **A.7.2 Representation**

In the event any employee is called to a meeting with representatives of the District for the purpose of investigating circumstances which may lead to discipline or discharge, the employee, if a member of a bargaining unit, may choose to have union representation. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

## **Section 8: SAVINGS CLAUSE**

If any provision of this *Handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this *Handbook* shall not be affected thereby.



## **Employee Handbook – Part B**

(Provisions applicable to employees required to have contract under s.s. 118.24 Wisc. Stats. and any other employee provided an administrator's contract approved by the School Board.)



## **EMPLOYEE HANDBOOK – PART B**

### **Administrators**

#### **B.1. Covered Employees**

Employees required to have a contract under § 118.24, Wis. Stats. and any other employee designated an Administrator by virtue of a contract of employment approved by the School Board is covered by the provisions of this section of this *Handbook*. Managerial and supervisory employees that are not designated as an administrator are covered by the provisions for classified staff.

#### **B.2. Professional Expectations**

Administrators shall maintain the highest level of professionalism in their interactions with students, other staff and the public. Professional expectations include, but are not limited to:

- a. engage in independent and active efforts to maintain high standards of individual excellence;
- b. keep current in each specific and applicable areas of responsibility and technology;
- c. adhere to the established dress code;
- d. serve as an ambassador for the District at all times;
- e. provide for a quality education to all students;
- f. participate in and support collaboration and team building;
- g. demonstrate respect for others, cooperation and teamwork at all times;
- h. support the District's vision through work on goals, projects and initiatives;  
and
- i. demonstrate and interest in and engage in life-long learning.

The District may require employees to attend in-service or other training, which may occur outside of the employees' regular work schedule.

#### **B.3. Evaluations**

Employees will be supervised and evaluated by an administrator as established by the District.

#### **B.4. Contract**

The contract shall specify the employee's compensation as well as other terms and conditions of employment. Provisions of the contract that are in conflict with provision of this *Handbook* shall have precedence over the *Handbook*.

#### **B.5. Compensated Leave**

In lieu of compensated leave provisions applicable to all employees, administrators will be granted twenty (20) days compensated leave per year.

#### **B.6. Life Insurance**

The District will provide and pay the full premium for group term life insurance in an amount of two times salary for administrators that have a normal work schedule of 60% or greater. Administrators may elect coverage for their spouse and other dependents at their own cost as provided under the life insurance policy of the selected carrier.





## **Employee Handbook – Part C**

(Provisions applicable to employees required to have contract under s.s.  
118.21 Wisc. Stats.)



## **EMPLOYEE HANDBOOK – PART C**

### **Certified Staff**

#### **C.1 Covered Employees**

Employees required to have a contract under § 118.21, Wis. Stats. including teachers, librarians, guidance counselors, psychologists, occupational and physical therapists and speech pathologist are covered by the provisions of this section of this *Handbook*. Employees assigned as special education assistants are covered by provisions applicable to classified staff.

#### **C.2 Professional Expectation**

Certified staff shall maintain the highest level of professionalism in their interactions with students, other staff and the public. Professional expectations include, but are not limited to:

- a. engage in independent and active efforts to maintain high standards of individual excellence;
- b. keep current in each specific and applicable area of instruction, District established curriculum, technology and the study of the art of pedagogy;
- c. adhere to the established dress code and hours of work;
- d. serve as an ambassador for the District at all times;
- e. provide for a quality education to all students;
- f. participate in and support collaboration and team building;
- g. demonstrate respect for others, cooperation and teamwork at all times;
- h. support the District's vision through work on goals, projects and initiatives; and
- i. Demonstrate an interest in and engage in life-long learning.

The District may require employees to attend in-service or other training, which may occur outside of the employees' regular work schedule.

#### **C.3 Tutoring**

Certified staff shall not tutor, for compensation (other than compensation from the District), any students currently enrolled in the staff member's class(es). No tutoring, for which a certified staff member receives a fee, shall be performed during the staff member's work day nor on District property.

#### **C.4 Evaluations**

All certified staff will be supervised and evaluated by an administrator as established by the District.

#### **C.5 Hours of Work**

Certified staff is responsible for completion of their professional duties as set forth by the District, whether such duties are performed at the employee's work site or elsewhere. Specific work schedules, including hours and days of work and duties and responsibilities, will be established by the employee's supervisor, within these guidelines.

- a. The normal work day shall not start before 6:15a nor extend past 5:00p, except on dates designated in advance of the beginning of the first student day by the school.
- b. The starting and ending times for employees are determined by the employee's supervising administrator. The normal work week for a full-time employee is 40 hours, exclusive of 30 minutes per day for a duty free lunch period, with occasional work requirements extending beyond 40 hours in a week.
- c. Certified staff shall be available to students before and after established student schedules for not less than 30 minutes per day.
- d. Certified staff may be given additional assignments during the work day to meet needs of the school or school district (e.g. subbing for another teacher, participation at an IEP meeting, performing an assigned duty). Such assignments will be without additional pay.
- e. Certified staff will attend before and after school meetings and participate in professional growth opportunities as assigned by administration.

#### **C.6 School Calendar**

The school calendar shall be determined by the Board. The calendar shall consist of not less than one-hundred ninety (190) days of eight (8) hours each, on average. The determination of the structure of the calendar such as instructional, in-service or workdays shall be at the discretion of the District.

Certified staff in their first two (2) years of employment with the District may be required to work additional days for training, orientation or other purposes specified by the District.

#### **C.7 Emergency School Closing**

In the event the District or an individual building(s) is closed, the days / hours affected by the closure shall be made up at the discretion of the District. Certified staff will not receive additional compensation when make-up day(s)/hours are scheduled.

#### **C.8 Assignments**

Teachers will be assigned or transferred by the District.

#### **C.9 Contract**

- a. Certified staff will be issued an annual contract of employment as required by law.
- b. In the event a certified staff member breaches his/her contract by termination of services during the term of the contract, the District may, at its option, demand to recover liquidated damages as provided below, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the District, but is, rather, an alternative right and remedy and shall not, unless the District elects to rely on the same,

preclude the District from seeking and recovering the actual amount of damages resulting from the breach, including the cost of a replacement employee.

- i. A certified staff member who resigns before their first contract day without giving at least sixty (60) days written notice will be required to pay liquidated damages of two-hundred dollars (\$200) plus the amount of the contribution by the Board to any benefit program coverage for the employee for the last two months.
- ii. A certified staff member who resigns on or after their first contract day without giving at least sixty (60) days written notice will be required to pay liquidated damages of an amount equal to their daily wage times the number of days to find a permanent replacement satisfactory to the District plus the amount of the contribution by the Board to any benefit program coverage for the employee for the last two months. The District will withhold from the employee's final pay two-thousand dollars (\$2,000.00) plus the amount of the benefit program contributions. The District, in its sole discretion, may accept the withholding as its sole remedy.
- iii. A certified staff member who resigns on or after their first contract day with at least sixty (60) days written notice will be required to pay liquidated damages of one-thousand dollars (\$1,000.00) plus the amount of the contribution by the Board to any benefit program coverage for the employee for the last two months.

#### **C.10 Reduction in Force**

If the District reduces the number of positions (full nonrenewal) or the number of hours in any position (partial nonrenewal) such nonrenewal will be in compliance with Wisconsin statutes.

If non-renewal results in a reduction in hours, the employee will be treated as a part-time employee for eligibility for benefits, however the employee's sick leave days accumulated prior to the reduction in hours will not be reduced.

#### **C.11 Re-employment**

Employees non-renewed shall be considered for re-employment if positions become available following a reduction in force.

#### **C.12 Benefit and Leave Eligibility**

Eligibility for employer paid benefits and leaves of absence are based on an employee's full-time equivalency (FTE) unless otherwise specified in the employee's individual employment contract.

Employee Category	Holidays	Sick Leave	Compensated Absences	Flexible Spending Account	Tax Sheltered Annuity	Health Benefit Program	Employee Wellness Program	Life Insurance	Long-term Disability
Teacher	3	5	4	Y	Y	Y	Y	Y	Y

### C.13 Sick Leave Bank

Certified staff with approved sick leave bank days as of the effective date of this handbook will be credited with the additional number of previously approved days, converted to hours, as accumulated sick leave as described above.

### C.14 Compensation

- a. Employees assigned duties and responsibilities outside the regular school day or school year may be compensated in accordance with the Extra Compensation for Added Responsibilities (ECAR) wage rates. Approval of ECAR pay and selection of the pay rate shall be at the discretion of the District.
- b. The District may establish compensation programs that take into consideration a certified staff members certification, training, professional contributions, performance attainment and market conditions.

### C.15 Postemployment Benefits

Employees with an FTE of 75% or greater and who submit a request for voluntary retirement to the human resource office, on forms and in the manner specified by the District, on or before January 15 of the year in which they plan to retire, and who meet the requirements specified herein, will be eligible to remain in the District's health benefit program as described herein.

- a. Retirees are eligible to continue in the health benefit coverage (single or family) in which they are enrolled at the time of retirement.
- b. The eligible retiree may enroll in the same health benefit program and under the same provisions as provided active certified staff and will be affected by future changes to the health benefit program of active certified staff, if any, at the discretion of the District.
- c. Coverage will be continued until the first to occur: (1) the eligibility of the retiree to enroll in comparable insurance through subsequent employment, (2) eligibility for Medicare, (3) the death of the retiree, (4) attainment of the maximum period of coverage as specified below.
- d. Employees with 20 years of full-time equivalent service to the District and who attain age 57 or greater on or before September 15, 2016, may continue in the group health benefit plan for a maximum of eight (8) years with the District making the premium / premium equivalent contribution on the same basis as

active employees for thirty-six (36) months. Following the period of payment on the same basis as active employees, the District will pay seventy-five percent (75%) of the premium / premium equivalent paid for active certified staff. To remain eligible for continued health benefits, the retiree will be required to pay the difference, if any, in accordance with procedures established by the District.

- e. Employees with 20 years of full-time equivalent service to the District and who attain age 57 or greater on or after September 15, 2016, but before September 15, 2021 may continue in the group health benefit plan for a maximum of five (5) years and the District will pay seventy-five percent (75%) of the premium / premium equivalent paid for active certified staff. To remain eligible for continued health benefits, the retiree will be required to pay the difference, if any, in accordance with procedures established by the District.
- f. Employees with 20 years of full-time equivalent service to the District and who attain age 57 or greater on or after September 15, 2021, may continue in the group health benefit plan for a maximum of five (5) years. The District will contribute up to \$250.00 per month for single coverage and up to \$750.00 for family coverage. To remain eligible for continued health benefits, the retiree will be required to pay the difference, if any, in accordance with procedures established by the District.





## **Employee Handbook – Part D**

(Provisions applicable to classified employees.)



## **EMPLOYEE HANDBOOK – PART D**

### **Classified Staff**

#### **D.1. Definition of Classified Staff**

Classified staff members may be full or part-time, non-exempt or exempt, regular or seasonal, casual or temporary, including substitutes. Employee categories covered by the provisions of this section of the *Handbook* are:

- a. Custodial and maintenance workers
  - i. Custodial
  - ii. Maintenance
  - iii. Grounds
  - iv. Shuttle van driver
- b. Administrative assistants:
  - i. District office secretaries
  - ii. Business office staff
  - iii. Elementary secretaries
  - iv. Secondary secretaries
  - v. Clerical assistants
- c. Building support staff:
  - i. Student learning assistants, including:
    - 1. Lunch room and recess assistants
    - 2. Intervention assistants
    - 3. Tutor assistants
    - 4. Kindergarten assistants
    - 5. Security assistants
    - 6. Hall supervisors
    - 7. Library assistants
  - ii. Special education assistants
- d. Technology support staff
- e. Specialist / technical
  - i. Hearing interpreter
  - ii. School nurse
- f. Food service workers
- g. Supervisors and managers
- h. Seasonal, casual and temporary employees, including:
  - 1. Long-term substitutes
  - 2. Limited term employees
  - 3. Students

#### **D.2. Professional Expectations**

Classified staff shall maintain the highest level of professionalism in their interactions with each other, students, other staff and the public. Professional expectations include, but are not limited to:

- a. engage in independent and active efforts to maintain high standards of individual excellence;
- b. keep current in each specific and applicable areas of responsibility and technology;
- c. adhere to the established dress code and hours of work;
- d. serve as an ambassador for the District at all times;
- e. participate in and support collaboration and team building,
- f. demonstrate respect for others, cooperation and teamwork at all times; and
- g. support the District's vision through work on goals, projects and initiatives.

The District may require employees to attend in-service or other training, which may occur outside of the employees' regular work schedule. Employees will be compensated for such as required by the Fair Labor Standards Act.

### **D.3. Seasonal, Casual and Temporary Employees**

Seasonal, casual and temporary employees do not receive sick leave, compensated absences or employer paid benefits, unless provided otherwise here:

- a. Student workers do not pay social security or Medicare taxes while engaged in a work study or cooperative work program related to their instructional program with the District. Student work assignments expire at the end of the assignment or end of term in which the employee is no longer a student in the District.
- b. Substitute employees are generally hired through an independent agency under contract with the District. Long-term substitutes may be hired by the District at the discretion of the supervisor and approval of the human resources office.
- c. Long-term substitutes are employees hired to replace a single regular employee for not less than 20 days.
  - i. Substitutes hired from 20 to 89 days will be paid according to the established rate shown in the salary schedule D.1.
  - ii. Substitutes hired for 90 days or greater will be paid 90% of the beginning wage for employees of the classification for which the substitute is being hired and may be eligible for employer paid benefits if specified in their individual *Notice of Work Assignment*.

### **D.4. Work Assignments**

- a. Classified staff will be assigned work by the District.
- b. Employees will generally be provided a *Notice of Work Assignment* specifying the anticipated number of hours of work for which they are approved, subject to change at the District's discretion. Employees shall not work additional hours without prior approval of their immediate supervisor, unless an emergency requires added work.
- c. Non-exempt employees that work extra-time will be paid their normal hourly rate for approved extra hours. Non-exempt employees that work approved

over-time (hours worked in excess of 40 hours per week) will be paid 1.5 times their hourly rate for the extra hours worked if required by the FLSA.

#### **D.5. Hours of Work**

Classified staff work schedules, including hours and days of work, will be established by the employee's supervisor in accordance with work calendars established by the District. Schedules are subject to change at the sole discretion of the district, with or without advance notice.

- a. The normal work day shall not exceed ten (10) hours, except for emergencies.
- b. The starting and ending times for employees are determined by the employee's supervising administrator. The normal work week for a full-time employee is 40 hours, exclusive of 30 minutes per day for a duty free lunch.
- c. A non-salaried employee directed to report to a District worksite when on an approved leave or unassigned work day may be granted not less than two (2) hours pay.
- d. Staff may be given re-assignments during the work day to meet needs of the school or school district. Such assignments will be without additional pay.

#### **D.6. Compensatory Time**

- a. An employee, in agreement with his/her supervisor, may request compensatory time off in lieu of overtime pay for hours worked in excess of 40 in a workweek. Compensatory time is given at 1.5 times the hours worked if required by the FLSA.
- b. Requests to use compensatory time shall be made to the employee's supervisor and shall be approved only when doing so does not create a disruption in District operations. Employees may not take both overtime and compensatory time in the same work week.
- c. All compensatory time not taken at the end of the fiscal year earned will be paid on the employee's last check of the fiscal year.

#### **D.7. Emergency School Closings**

In the event the District or an individual building(s) is closed, the employee's pay will be reduced for the days / hours affected by the closure. Employees may use compensated absence days in lieu of dock pay. In the event the days are made up, staff will receive regular compensation for the day(s)/hours worked.

#### **D.8. Furloughs**

The District may furlough employees for budgetary reasons. The following guidelines shall apply during furlough periods:

- a. employees shall not receive their wages or salary but are permitted to apply unused current year compensated absence leave;
- b. employees are prohibited from working;
- c. compensated leave shall not accrue during the furlough; and

d. the District shall continue the health benefit program and life and disability insurance at the same level it would if the employees were not on furlough.

**D.9. Compensation**

Employees assigned duties and responsibilities outside their regular assignment will be compensated in accordance with appropriate federal and state law.

**D.10. Benefit and Leave Eligibility**

Eligibility for employer paid benefits and leaves of absence are based on an employee’s job group and full-time equivalency (FTE) unless otherwise specified in the employee’s individual *Notice of Work Assignment*. The employee’s individual *Notice of Work Assignment* will show the FTE that is used for purposes of determining benefit eligibility.

The following table shows potential eligibility based on employee category. The table below is for illustrative purposes only and does not create an obligation for the District to provide the specified benefit / leave.

Employee Category	Holidays	Sick Leave	Compensated Absences	Flexible Spending Account	Tax Sheltered Annuity	Health Benefit Program	Employee Wellness Program	Life Insurance	Long-term Disability
Custodial / maintenance – 12 month	10	6	10 - 15	Y	Y	Y	Y	Y	Y
Custodial / maintenance – 10 month	3	5	4	1	1	2	Y	Y	3
District secretaries and business office	10	6	10 – 15	Y	Y	Y	Y	Y	Y
Elementary secretaries	3	5	4	1	1	2	Y	Y	Y
Secondary secretaries – 10 mo.	3	5	4	1	1	2	Y	Y	Y
Secondary secretaries – 12 mo	10	6	10 – 15	Y	Y	Y	Y	Y	Y
Student learning assistants	0	0	0	N	N	N	Y	N	N
Specialist / technical	3	5	4	Y	Y	2	Y	Y	Y
Special education assistants	3	5	4	Y	Y	2	Y	Y	Y
Technology support staff – 12 month	10	6	10 – 15	Y	Y	2	Y	Y	Y
Technology support staff – 10 month	3	5	4	N	N	N	Y	N	N
Food service workers – over 1409 hrs	3	5	4	Y	Y	Y	Y	Y	Y
Food service workers	0	0	0	N	N	N	N	N	N
Supervisors and managers – 12 month	10	6	10 – 15	Y	Y	Y	Y	Y	Y
Supervisors and managers – 10 month	3	5	4	Y	Y	Y	Y	Y	Y
Shuttle drivers	3	5	4	1	1	2	Y	Y	3

- 1 – employees with a regular semi-monthly pay may participate in these benefits, employees who submit a time sheet are not eligible for this benefit
- 2 – 10 month employees with a FTE of 60% or greater may enroll in the benefit program
- 3 – employees with a regular semi-monthly pay and normal hours of 600 or more for the year are enrolled in this benefit



## **Employee Handbook Appendices**

## Schedule of Appendices

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**Appendix A - Compensation**  
**Schedule 1 – Employer Paid Benefits and Leaves**

**1. Effective Date**

Benefit rates for the health benefit program are effective as of October 1, 2011. All other benefit plans rates are effective as of the effective date of the *Handbook*.

**2. Health Benefit Program**

1. The District will pay the premium / premium equivalent for eligible full-time employees a maximum of \$520.00 per month for single coverage and \$1,560.00 per month for family coverage.
2. The District will reimburse eligible full-time employees and retirees covered by the District's health benefit program that actively participate in the wellness program a portion of the medical plan deductible to a maximum of \$1,500.00 for single coverage and \$3,000.00 for family coverage, after the employee meets their individual front-end deductible (\$500 single / \$1,000 family).
3. Eligible full-time employees and retirees covered by the District's health benefit program that do not participate in the employee wellness program will be eligible for reimbursement of a portion of the medical plan deductible to a maximum of \$500.00 for single coverage and \$1,000.00 for family coverage, after the employee meets their individual front-end deductible (\$1,500 single / \$3,000 family)

**3. Long-term Disability**

The District will pay the full premium for long-term disability insurance.

**4. Life Insurance**

The District will pay one-half (50%) of the life insurance premium for employees that enroll in and agree to pay the balance of the total premium cost.

**5. Required Contributions**

The District will make the required contribution for Social Security, Medicare and the Wisconsin Retirement System.

**6. Prior Balance Accruals**

Employees with accumulated leave greater than 45 days as of the effective date of this handbook will be credited with the number of days in excess of 45 days to their individual accumulated sick leave balance. Such employees will not earn additional sick leave days until such time as their balance is less 45 days.

**7. Grandfather Clause**

Classified staff in the employee categories of elementary secretary, special education assistants, secondary library assistants, school nurse and food service workers who were in the District's health benefit plan prior to the effective date of this *Handbook* will be eligible to continue in the benefit plan based on full-time equivalent of 1,520 hours.

## **Appendix A - Compensation Schedule 2 – Certified Staff**

### **1. Effective Date**

Pay rates for this Schedule, 2, are effective beginning with the 2011-12 school year.

### **2. Base Compensation**

The base compensation for full-time certified staff is \$32,597. Base compensation will be prorated for certified staff with less than a full-time assignment.

### **3. Extra Compensation for Added Responsibilities**

Certified staff may be eligible for additional compensation for added responsibilities if all of the following conditions are met:

- a. the compensation is for a budgeted assignment, or a substitute for a budgeted assignment;
- b. the compensation is pre-approved by an administrator with authority to do so;
- c. the administrator completes the proper pre-approval form and submits to the human resources office for approval prior to the commencement of the activity;
- d. the employee properly completes and files pay requests on forms and in the manner established by the District within thirty (30) days of completion of the pre-approved assignment; and
- e. activities based on an hourly rate will be paid only in thirty (30) minute increments and only for each thirty (30) minutes of completed work.
- f. Pay based on an hourly rate will be paid only in fifteen (15) minute increments and only for each fifteen (15) minutes of completed work.

**Appendix A - Compensation**  
**Schedule 3 – Co-Curricular Assignments**

**1. Effective Date**

Pay rates for this Schedule, 3, are effective beginning with the 2011-12 school year.

**2. General Provisions**

- a. Classified staff is not required to accept an assignment to a co-curricular positions as the position is materially different from regular positions of the District.
- b. The type and number of positions to be authorized will be determined by the District.
- c. Positions may be filled, at the discretion of the District, only if funding has been included in the annual operating budget, the position is a substitute for a position included in the budget or funding from an outside source is provided in advance of the position being filled.
- d. Employees may be eligible for additional compensation for co-curricular activities if all of the following conditions are met:
  - i. compensation is pre-approved by an administrator with authority to do so;
  - ii. the administrator completes the proper pre-approval form and submits to the human resources office for approval prior to the commencement of the activity; and
  - iii. the employee properly completes and files pay requests on forms and in the manner established by the District within thirty (30) days of completion of the pre-approved assignment.

**2. Pay Rates**

The District will determine pay for each co-curricular activity. Generally, pay will be based on a set amount for the assigned activity.

**Appendix A - Compensation  
Schedule 4 – Classified Staff**

**1. Effective Date**

Pay rates in this Schedule, 4, are effective beginning with the 2011-12 school year.

**2. Base Compensation**

Classified staff employed by the District on the effective date of this *Handbook*, August 29, 2011 will not receive base pay less than the amount paid in the previous fiscal year, unless there has been a change in assignment.

Base pay rates for classified staff will be established by the District.

<u>Employee Category</u>	<u>Pay Rate</u>
a. Long-term substitute teacher	\$110.00 to \$150.00 per day

## Appendix B - Links

School Board Policies

[http://www.nbexcellence.org/do\\_policies.cfm](http://www.nbexcellence.org/do_policies.cfm)

Employee Benefit Information

[http://www.nbexcellence.org/staff/do\\_staff\\_info.cfm](http://www.nbexcellence.org/staff/do_staff_info.cfm)