

2020-2021

BOSCOBEL AREA SCHOOLS
BOARD OF EDUCATION



Employee Handbook
August 2020

Revised: August 10, 2020

LEAD. ENGAGE. DISCOVER.

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

2020-2021 Boscobel Area Schools Employee Handbook

I acknowledge that I have received and read the Boscobel Area School District Employee Handbook and understand the provisions contained herein. I understand that the contents of this handbook may be altered following approval by the Boscobel School Board. Prior to approval by the school board, there will be consultation between administration and the employees affected by the proposed changes.

I further understand that the Employee Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied.

PRINT FULL NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

WITNESS: _____

Revised: August 10, 2020

EMPLOYEE HANDBOOK

The intent and purpose of this Handbook is to set forth and record herein the basic and full terms on those matters pertaining to wages, hours and conditions of employment for the employees covered herein.

Employees who were previously known as “Non Union Support Staff” including the District Office Secretary, Business Specialist, Financial Specialist, and Administrative Assistant to Pupil Services Director are subject to the terms and conditions of this handbook. They are to be considered support staff and covered by the language in both the combined language section and support staff language of the Handbook.

Supervisors of Transportation, Technology and the Kitchen Staff are also subject to the terms in the Combined Language and Support Staff language of this Handbook.

Administrators are subject to the language found in their individual administrative contracts as per the state statutes.

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GENERAL EMPLOYMENT POLICIES AND PRACTICES

The Boscobel Area School District Board believes that its employees are among its most important assets. This employee handbook will provide you with some of the information you will find helpful as an employee of the Boscobel Area School District. It is important that you be familiar with and understand the information contained in this handbook.

This handbook is provided for informational purposes only and is intended to provide a general overview. Nothing in this handbook is to be interpreted to create an express or implied contract, covenant, promise or representation between the District and you. There is no employment agreement intended or implied by this handbook.

The Board reserves the sole right to add, change, withdraw, or revoke any or all policies or practices at any time for any reason, with or without advance notice.

Where benefits and other specific matters are addressed in any written employment contract signed and approved by the Board or its authorized designee, they are governed by the contract to the extent it applies. Except where there is express language in a contract that conflicts with the language in this handbook, this employee handbook supersedes and replaces any and all previously stated policies and practices, oral or written representations, or statements of the District including, but not limited to, those contained in any handbooks, handbooks or correspondence. This handbook is intended to be used and read in conjunction with existing Board policies.

The District is an equal opportunity employer. No person shall be denied employment or promotion on the basis of race, religion, creed, age, sex, national origin, race, ancestry, sexual orientation, handicap, disability, military status or any other basis prohibited by law.

All employees are expected to conduct themselves in a professional manner at all times.

GLOSSARY OF TERMS

Administrator: An individual holding a valid Administrative license from the State of Wisconsin and employed in a capacity requiring that license. Responsible for supervision of the functions as assigned by the District Administrator. Administrators have contracts that dictate the terms of their employment.

Association: Refers to a body of employees who are organized together within a union such as the Boscobel Education Association or Boscobel Council of Auxiliary Personnel.

Building Administrator: This is the individual who is generally responsible for the activities and functions of a given building or floor as appointed by the District Administrator.

Consultants: Independent contractors retained or utilized by the school district and who are not employees

District Administrator: This is the overall manager of the school district as hired by the District School Board.

Driver: An individual who holds a valid license from the State of Wisconsin to drive a school bus with passengers.

Employees: Those individuals who are on the payroll of the School District.

Hourly Employees: Nonexempt employees.

Immediate Family: An employee's spouse, children, stepchildren, parents, stepparents, spouse's parents, spouse's stepparents, brothers, sisters, step brother, step sister, sons-in-law, daughters-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents, or other relative with whom the employee may be living. Nothing in this definition, however, shall be construed to extend the right of any employee to take Family and Medical Leave or receive any financial benefit (such as insurance) except as otherwise expressly required under state or federal law or the District's insurance policies.

Job Description: For each position there will be a job description that provides additional details of the duties and responsibilities beyond the abbreviated definitions shown in this section.

Pay Period: The days covered by a payroll. Includes a start and stop date.

Professional Staff: Exempt employees include administrators and teachers.

Professional Support Staff, Supervisors: This includes supervisors in food service, facilities, transportation and technology.

School Closings fall into two categories. The decision in determining an emergency dismissal and/or school closing rests with the District Administrator or his or her designee in his or her absence.

- **Emergency dismissal** and/or school closing shall be defined as any situation that constitutes a clear and present danger to the health, safety, and welfare of the students and District employees in the school
- **A non-emergency dismissal** shall be defined as any situation where students are released early in order to provide in-service for the teaching staff or when the Administration deems necessary.

Support Staff: The term "support personnel" will include the following employees, whether full-time or regular part-time: Custodial and Maintenance employees, Kitchen Helpers, Secretarial Staff, Technology Assistants and Paraprofessionals.

Teacher: An individual holding a valid teaching license from the State of Wisconsin and employed in a position requiring that license. This definition includes librarians, guidance counselors and other similar individuals.

Common Language Section

JOB BENEFITS

Health Insurance

All full-time employees who meet the requirements of the health insurance plan shall have the option of participating in a group health insurance plan. The plan carrier and the level of the benefits offered shall be designated by the Board. Those employees who choose not to participate in the group health insurance plan waive their right to this benefit until such time as a change in circumstances or open enrollment permits an employee to commence participation.

The Board pays the premium for single or family health insurance in the amount of 87.4% of the HMO premium for full time employees. Each employee covered by the group health insurance plan shall contribute 12.6% of the monthly premium toward the cost of the plan (single or family) selected by the employee. The premium dollar amounts will be adjusted on a yearly basis as premiums change to reflect the rate of the increase.

To be eligible employees must be employed at least 30 hours per week in their respective classification(s). If during the employee's work year the employee is reduced below 30 hours per week and he or she continues to be eligible for insurance under the carrier's rules, the Board will pay a pro-rated amount of the Board's contribution (i.e. an employee reduced to forty percent (40%) of a full time position in the employee's classification(s) will receive forty percent (40%) of the appropriate contributions for that affected year.

A support staff employee or manager that terminates employment prior to completion of all contractual obligations will lose benefits at the end of the month in which termination occurs.

Health Insurance benefits for teaching staff who are terminating their employment at the end of their current school term will receive insurance benefits through August. (EXAMPLE: School term ends June 1, 2018, a teacher will have coverage through August 31, 2018.) In the event a teacher terminates his/her employment prior to the end of the school term, the District will pay its contribution toward the health insurance premium for the month of the teacher's termination.

Dental Insurance

A dental plan will be provided by the District for all eligible employees, their spouses and dependents. The plan carrier and the level of the benefits offered shall be designated by the Board. Those employees who choose not to participate in the group dental insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation.

The Board pays the premium for single or family dental insurance in the amount of 90% of the monthly premium for full time employees for the duration of the employee's full time employment with the district. The employee will pay the difference deducted from regular monthly payrolls. To be eligible, employees must be regularly employed for at least 30 hours per week. The Board shall pay a pro-rated premium toward the cost of dental insurance for permanent part time employees based upon the percentage of time the employee is hired to work.

In the event an employee terminates his/her employment prior to the end of the school term, the District will pay its contribution toward the dental insurance premium for the remainder of the month in which the

employee terminates. Dental insurance benefits for teaching staff that are terminating their employment at the end of their current school term will receive insurance benefits through August of the year the employment ends.

The Alternative Benefit Plan

1. The District shall establish and provide at its expense an alternative benefit plan ("ABP" or "cafeteria plan") within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). Except as provided under paragraph 6 below, an eligible employee may choose to be provided with the District's health insurance coverage or receive a monthly ABP payment of five hundred and fifty dollars (\$550) in lieu of the insurance coverage. An employee is considered eligible if he or she (1) was employed, began active service, and did not have employment in the district terminated prior to the end of the 2016-2017 school year (June 30); and (2) is eligible to enroll in a District-sponsored group health plan; and (3) is eligible to receive a monthly district contribution toward health insurance premiums; and (4) can demonstrate proof of other health insurance coverage.

A part-time employee who meets the eligibility requirements stated above may select ABP cash payments in lieu of insurance. However, the ABP cash payments to a part-time employee shall be pro-rated according to the percentage contribution the employee would make to family health insurance if the employee had selected to be covered by the District's insurance plan. The monthly ABP cash payments to a part-time employee shall never exceed the amount the District would contribute toward a monthly single insurance plan premium for that employee.

2. To the extent consistent with the ABP rules under the federal code regarding changes in insured status and other qualifying events for group health insurance coverage, employees who choose the additional payments of cash compensation described in this section shall be permitted to enroll (or re-enroll) in the District's health plan at a later date ONLY if they satisfy all of the health insurance carrier's late enrollment terms, timelines, waiting periods, and other conditions of re-entry (including limitations regarding pre-existing health conditions). Any and all ABP payments stop when the District commences or resumes payment for an employee's participation in the District's health care plan.
3. It shall be the responsibility of the employee to pay the employee portion of the employment taxes imposed upon additional cash payments paid to the employee under the ABP, including, by way of illustrations and not limitation, FICA and Medicare taxes.
4. To the extent permissible under the IRS Code and to the extent permitted under the District's group insurance policies, an employee electing cash in lieu of health insurance under the ABP may continue to participate in the District's group dental insurance.
5. Selection of Cash in Lieu of Insurance Under the ABP:

Current Employees: Current eligible employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the group health insurance and begin the ABP on the first payroll of any month. Once the employee is eligible to begin ABP status, contributions will begin in that month.

6. Spousal co-workers (both spouses employed by the district or one spouse employed by the district and one spouse retired from the district and enrolled in the district's family health insurance plan) will be allowed to enroll in one family health and one family dental insurance plan. Enrollment is contingent upon at least one of the two spousal co-workers being eligible for the applicable benefit as set forth by the applicable collective bargaining agreement or board policy. The non-enrollee spouse will be

considered a "dependent" under the enrollee's plan. Spousal co-workers will be allowed to enroll in two separate single health and dental insurance plans provided that the cost of the two (2) single plans together is less than the cost of one (1) family plan and is allowed by the insurer. Enrollment for single insurance is contingent upon both of the two spousal co-workers being eligible for the applicable benefit as set forth by the applicable collective bargaining agreement or board policy. Effective July 1, 2011, if one spousal co-worker elects to enroll in the family health insurance plan, the non-enrollee spouse is not eligible to participate in the ABP.

7. Each employee agrees the District made no representation to the employee regarding the advisability, appropriateness or tax consequences of participation in the Plan other than as is expressly set forth herein. Each employee agrees, to the extent allowed by law, to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, tax consequences, suits and other forms of liability arising out of their election to participate (including level of participation) or not to participate in the Plan.
8. The district will calculate a three (3) year rolling average of costs and savings to the district of this ABP commencing the first day of the first month of the plan's availability to employees. If, at any time, the three year rolling average does not result in a savings to the District, the District may, at its exclusive option, eliminate this Alternative Benefit Plan effective on the first anniversary date of the availability of the ABP after the determination is made by the District that the ABP did not result in a cost savings to the District. The District shall recalculate the monthly sum it is willing to pay to an employee who has elected to participate in the ABP. However, any change (increase or decrease) in the payout will be effective as of July 1 and the decision to make that change will be decided by the Board and announced prior to May 1st of that year.
9. If any language in this Handbook pertaining to the provision of employment health insurance benefits is found or determined to be discriminatory either by its terms, impact or operation, or to cause, in whole or in part, the District's insurance plan to be deemed discriminatory, the specific article or part of this Handbook found or determined to be discriminatory, to have discriminatory impact, to operate discriminatorily or to cause the District's insurance plan to be deemed discriminatory will be revised in order to ensure compliance with federal and state law.
10. If an employee is participating or eligible for the ABP, but enrolling in a health care exchange, that employee needs to show proof that the exchange insurance meets the minimum requirements.

WRS Retirement

The District participates in the Wisconsin Retirement System and pays the actuarially determined employer contribution for all employees who are eligible to participate. Each eligible employee shall be required to contribute to the Wisconsin Retirement System an amount equal to one-half of all actuarially required contributions.

Long-term Disability Insurance

The District will pay one hundred percent (100%) of the dollar amount of premium costs of Long-term Disability Insurance at the 90% benefit level. The Board will seek input from staff prior to a policy change.

403(b) Plan

The Board has adopted a Plan that complies with the provisions of section 403(b) of the Internal Revenue Code of 1986 (as amended). The Board will make payroll deductions for those employees who desire to participate in the District's 403(b) plan. Plan participation is optional with the individual employee. In addition to the above, the District also offers a Roth 403(b) plan, Individual Retirement Account (IRA), and Roth IRA.

Absence from Work – Duty to Report

If an employee is unable to report for work at the beginning of a workday he or she shall notify the appropriate school secretary and/or supervisor in a manner that conforms to the supervisor's direction.

Absence Without Leave

No employee may absent himself/herself from duty without permission of his or her supervisor. Absence without leave shall be reason for discharge. Any employee absent for three consecutive working days without notice shall be considered to have resigned from District service.

Sick Leave

If an employee is personally ill or injured, the employee can use sick leave for the period of time the employee is ill or injured.

1. All new employees must report for work at least one (1) day to receive any sick leave benefits. Sick days may accumulate to one hundred days for support staff, management supervisors (cafeteria, technology and transportation) and one hundred and fifty days for teaching staff. When the employee has reached the maximum accumulation of sick days, any leave used shall first be taken from the current year's allowance, before using any of the previously accumulated days.
2. Sick leave, though credited at the beginning of each contract year, is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
3. A "day" is defined as one (1) work day regardless of full-time or part-time. Paid sick leave will be prorated for part-time employees.
4. Sick Leave days shall accrue as follows:
 - a. 12 month (260 or 261 Day) Employees shall be credited with twelve (12) days of paid sick leave per year accruing at the rate of 1 day per month each employment year starting July 1.
 - b. 230 Day Employees shall be credited with 10.5 days of paid sick leave per year accruing at the rate of .875 day per month each employment year starting July 1.
 - c. 210 Day Employees shall be credited with 10 days of paid sick leave per year accruing at the rate of .834 day per month each employment year starting July 1.
 - d. 9 month (186-189 Day) Employees shall be credited with ten (10) days of paid sick leave per year accruing at the rate of .834 day per month each employment year starting July 1 OR accruing at the rate of 1 day per month each employment year between August 1 and June 30.
5. Sick leave must be used in 1/4 day increments except when sick leave also qualifies as Family and Medical Leave.
6. Any employee who has a health condition which may require an absence for more than three (3) consecutive days shall inform his/her immediate supervisor as soon as practical so arrangements

may be made for an effective transition of responsibilities to a qualified substitute. The employee shall return to work as soon as the attending doctor determines the individual is capable of performing work.

7. On all absences due to illness, the employee shall, at the request of the District Administrator, furnish a statement from the attending doctor certifying that the employee was unable to properly perform regular duties. The expense, if any, for such statement shall be paid for by the employee.
8. Consistent with state and federal law, the District may also request medical evidence that an employee is capable of performing duties when the administration has a serious concern of the individual's physical or mental health.
9. No employee may hire and/or pay a substitute.
10. The District Administrator shall keep an accurate record of sick leave time earned, accumulated, and sick leave time charged, for each employee. Every employee shall have the right to inspect their individual record during regular office hours.
11. Any employee obtaining sick leave benefits by fraud, deceit or falsified statements shall be subject to disciplinary action including, but not limited to suspension or dismissal. If such conduct is suspected, the District may require a physician's statement to verify personal illness.

Sick Leave Bank- Support Staff

Each employee may voluntarily contribute up to two (2) days per year of sick leave to the sick leave bank. Each year, employees choosing to contribute will complete and submit a Sick Leave Bank Deposit Form by the second Friday in September. Due to variation of hours worked in a day for support staff employees, donated days will be converted to eligible hours. For example, an 8 hour per day employee donating 2 days will credit the sick leave bank with 16 hours. A 5 ½ hour per day employee donating 2 days will credit the sick leave bank with 11 hours. Requests for using sick leave from the sick leave bank will be credited in the same manner. A 5 ½ hour per day employee requesting days would only be eligible for 5 ½ hours per day requested.

1. **Eligibility for Participation:** Support Staff may participate in the sick leave bank. Any eligible employee seeking to participate must satisfy all the following criteria in order to be eligible for withdrawing sick leave from the sick leave bank.
 - a. An eligible employee, spouse of eligible employee, or minor dependent child residing with the eligible employee must have experienced a catastrophic event (life-threatening illness, accident or injury which results in a life-threatening condition) outside of the employee's control which requires hospitalization, or prolonged period of recuperation and/or rehabilitation. The illness may not be due to a medical condition or conditions that result from non-emergency surgical procedures.
 - b. The eligible employee must have exhausted all paid leave, both current and accumulated.
 - c. The eligible employee cannot, concurrently with the use of banked sick leave days, receive or be eligible to receive short-term or long-term disability benefits, unemployment compensation or worker's compensation benefits.
 - d. An employee must have contributed day(s) to be eligible.
 - e. Days must be available in the sick leave bank
2. **Deposits:** Two (2) sick leave days per eligible employee may be deposited in the sick leave bank per fiscal year (July 1 – June 30). The bank shall have no more than 480 hours and when such limit is reached, no further hours may be deposited. Sick leave days that have been deposited into the bank will not be returned to the depositor for any reason (other than the depositor's eligibility to use such day under the plan).
3. **Request for Sick Leave from the Sick Leave Bank:** An eligible employee who satisfies the

criteria may apply or sick leave from the sick leave bank. Requests shall be made in writing and submitted to the District Administrator. The District Administrator may request a medical report identifying the health condition and the anticipated length of such health condition. If eligibility requirements are met, the District Administrator will determine whether the request will be granted. The decision of the District Administrator will be final. Denial of a request, either in whole or in part, to use banked sick days shall not be subject to any grievance procedures and is not appealable.

4. Maximum Withdrawal per Employee: The maximum number of days that an eligible employee may withdraw is thirty (30) or the amount of days available in the sick leave bank, whichever is less. Sick days shall be paid at the salary rate of the employee using the days irrespective of the salary of any contributor.

Sick Leave Bank- Professional Staff

Each employee may voluntarily contribute up to two (2) days per year of sick leave to the sick leave bank. Each year, employees choosing to contribute will complete and submit a Sick Leave Bank Deposit Form by the second Friday in September.

1. Eligibility for Participation: Teachers or administrators may participate in the sick leave bank. Any eligible employee seeking to participate must satisfy all the following criteria in order to be eligible for withdrawing sick leave from the sick leave bank.
 - a. An eligible employee, spouse of eligible employee, or minor dependent child residing with the eligible employee must have experienced a catastrophic event (life-threatening illness, accident or injury which results in a life-threatening condition) outside of the employee's control which requires hospitalization, or prolonged period of recuperation and/or rehabilitation. The illness may not be due to a medical condition or conditions that result from non-emergency surgical procedures.
 - b. The eligible employee must have exhausted all paid leave, both current and accumulated.
 - c. The eligible employee cannot, concurrently with the use of banked sick leave days, receive or be eligible to receive short-term or long-term disability benefits, unemployment compensation or worker's compensation benefits.
 - d. An employee must have contributed day(s) to be eligible.
 - e. Days must be available in the sick leave bank.
2. Deposits: Two (2) sick leave days per eligible employee may be deposited in the sick leave bank per fiscal year (July 1 – June 30). The bank shall have no more than 150 days and when such limit is reached, no further days may be deposited. Sick leave days that have been deposited into the bank will not be returned to the depositor for any reason (other than the depositor's eligibility to use such day under the plan).
3. Request for Sick Leave from the Sick Leave Bank: An eligible employee who satisfies the criteria may apply or sick leave from the sick leave bank. Requests shall be made in writing and submitted to the District Administrator. The District Administrator may request a medical report identifying the health condition and the anticipated length of such health condition. If eligibility requirements are met, the District Administrator will determine whether the request will be granted. The decision of the District Administrator will be final. Denial of a request, either in whole or in part, to use banked sick days shall not be subject to any grievance procedures and is not appealable.
4. Maximum Withdrawal per Employee: The maximum number of days that an eligible employee may withdraw is thirty (30) or the amount of days available in the sick leave bank, whichever is

less. Sick days shall be paid at the salary rate of the employee using the days irrespective of the salary of any contributor.

Absence Due to Death In Family

Each employee shall be entitled to three (3) days off with full pay when there is a death in his/her immediate family (see glossary) and one day of full pay for funeral leave will be allowed for other relatives (uncles, aunts, cousins, nieces and nephews). Funeral leave is actually deducted from sick leave. In the event that the above-mentioned funeral leave is insufficient, any employee may use additional sick days to be deducted from the personal illness allowance. In the event that an employee has depleted his or her sick leave he or she may use personal days and/or vacation days if he or she has them. The purpose of this leave is to enable an employee to attend the funeral and attend to other necessary business related to a death in the immediate family at the time of the family member's death.

Absence Due to Illness in the Family

In case of illness of the employee's spouse, child or parent, an employee shall be allowed up to ten (10) days absence with full pay in a school year. Such absence shall be charged to sick leave as outlined above and deducted from the personal illness allowance.

In case of illness in the employee's immediate family (see glossary) other than the employee's spouse, child or parent, an employee shall be allowed up to five (5) days absence with full pay in a school year. Such absence shall be charged to sick leave as outlined above and deducted from the personal illness allowance.

Family and Medical Leave

It is the policy of the Boscobel Area School District to comply with all applicable state and federal laws concerning child-rearing, personal illness or family illness leave. Leaves provided by the District which are taken for the same reasons as leaves covered by the FMLA are not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under both the federal and state laws, the leave used counts against the employee's entitlement under both state and federal FMLAs concurrently. Leave covered by the FMLA will be deducted from the annual entitlement under the FMLA.

If an employee is eligible for leave under the Federal Family and Medical Leave Act, the District will require the employee to substitute any earned or accrued vacation or personal days to which the employee is entitled, for child rearing or family illness leave provided under the Federal Law and thus convert the unpaid leave into paid leave. Also, the District will require employees to substitute any sick leave to which the employee is entitled, for personal illness leave provided under Federal Law, and thus convert the unpaid leave into paid leave. When paid leave is substituted for unpaid leave under Federal Law, the substitute leave will be counted as leave taken under the Federal Law.

General Rules Pertaining to Absences

Absence from regular duties to perform other work for the School District when such work has been approved by the District Administrator shall not be construed as an absence.

If an employee is to be absent from school on official business for an entire school day, a substitute may be hired to take his/her assignment. In the event that such absence is less than a full day, the Building

Administrator may make arrangements with other staff members to take over his/her duties. The same arrangements may be made if a satisfactory substitute is not available.

Personal Leave

All full-time employees shall be entitled to two (2) personal days per year. The granting of personal leave shall be at the discretion of Administration.

Personal days may be used in ¼ day increments. Except in emergencies, no more than three (3) 4K-6 teachers, and three (3) 7-12 teachers, per day, can be on personal leave during the school year.

Except in cases of emergency, requests for the use of personal days shall be made at least two working days prior to day of leave. Requests shall be to the employee's immediate supervisor. In case of emergency (less than twenty-four (24) hours), the employee must give the reason the leave is needed. If the Board or designee requests verification of the emergency, the employee shall provide it. The District Administrator will determine the nature of what constitutes an "emergency" in any and all cases that arise under this leave.

Personal days will not be deducted from sick leave, and personal days not used will be treated as unused sick leave and credited to the employee's accumulated sick leave.

Appearance in Legal Proceedings

Unless extraordinary circumstances exist, employees will be excused for jury duty. All employees summoned for jury duty shall, at the employee's option, receive full pay while summoned for or serving on a jury on their regular work days. Any employee who exercises this option to receive full pay, must turn in to the District any compensation, excluding any mileage or meal allowance, received for such duty.

Should an employee be required to appear in court for personal reasons, the time missed from work shall be charged to personal leave or vacation. If personal leave or vacation is not available, the time will be unpaid.

If the appearance is on behalf of and at the request of the District, no leave shall be charged and any compensation for appearing in court shall be remitted to the District.

Military Leave

Employees shall be granted military leave in accordance with applicable federal and state laws.

Unpaid Leave

The duration of unpaid leave periods shall be coordinated with the scheduling of the educational program whenever possible to minimize the disruption to the student learning environment.

Therefore, leaves of absence by employees during the school term are discouraged even though they may be considered under certain circumstances as indicated below:

One-Two Days Unpaid Leave

The District Administrator, or board designee, may grant leaves to employees for periods of up to two (2) days when he/she is satisfied that such leave is justifiable and will not have a negative impact on the instructional programs of the District.

Long-Term Unpaid Leave

All leave requests for periods of three (3) or more days will be evaluated and acted upon by the Board of Education.

Employees will be required to exhaust applicable paid leave prior to taking unpaid leave.

The employee shall apply for unpaid leave no less than one (1) week before the leave begins and submitted no less than one (1) week prior to the Board meeting. The District appreciates as much advance notice as possible. Some of the factors in permitting or denying the unpaid leave shall be length of service, previous record of absence for reasons other than personal illness, the reason for the requested absence, and other reasons that may be appropriate.

An individual who has been granted an unpaid leave of absence will be informed of the option to continue in the District's insurance program for a period not to exceed ten (10) months at the individual's expense, if permitted by the insurer.

Any unpaid leave will result in a per diem loss of salary or wage. District-paid benefits including health and dental insurance costs, prorated daily, for each day absent, will be paid by the employee who is taking the unpaid leave unless otherwise required by law. Deductions will be determined per annual assigned working days.

Holidays - Teaching staff

The following holidays shall be observed: Labor Day, Thanksgiving, and Memorial Day.

Holidays - Support Staff

A paid holiday will be provided for each support staff employee according to the following schedule. The employee will be given the preceding Friday off when the holiday falls on Saturday, and the following workday off if the holiday falls on Sunday, with pay. All support staff employees eligible for Christmas Eve/Christmas Day and/or New Year's Eve/New Year's Day shall receive such holidays and payment for such holidays during the school recess time between Christmas Eve Day and New Year's Day. The holidays will be identified and approved by the Board of Education as part of the school calendar.

1. 12 Month (260 or 261 Day) Employees
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. Good Friday
 - d. Memorial Day
 - e. July 4th
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day After Thanksgiving
 - i. Christmas Eve Day
 - j. Christmas Day

2. 10 ½ Month (230 Day) Employees
Those employees hired to work ten and one half (10 ½) months are eligible for the holidays listed for twelve month employees except for the 4th of July.

3. 9 Month Employees (186 Day)
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - f. New Year's Day
 - g. Good Friday
 - h. Memorial Day

4. 210 Day Employees
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. Good Friday
 - d. Memorial Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Day After Thanksgiving
 - h. Christmas Eve Day
 - i. Christmas Day

Work on a Holiday: If an employee is required to work on a holiday, the employee shall be paid at the rate of two (2) times the employee's regular pay for the hours worked. For example: If an employee works a total of two (2) hours, he/she would be paid two (2) times his or her regular rate of pay for those 2 hours and his or her regular rate of pay for the remainder of the holiday.

Supervisors' and Administrators' contracts will identify their holidays.

Severance Pay

Eligibility will be based upon the employee's days of accumulated sick leave and a minimum of five years of service in the District. Payment will be made upon termination, resignation, retirement, or death. A beneficiary form is to be completed by the employee.

Teachers

Payment of forty-five dollars (\$45.00) per day will be made for accumulated sick leave, such accumulated sick leave computed per the provisions of this Agreement. Teachers will be allowed to accumulate a maximum of one hundred fifty (150) days sick leave for severance pay purposes.

Supervisors

Payment will be made at the rate of twenty-two dollars (\$22) per day of accumulated sick leave to one hundred (100) days.

Business Office/Administrative Assistant Personnel

Payment will be made at the rate of fifteen dollars (\$15) per day of accumulated sick leave to one hundred (100) days.

Support Staff Personnel

Payment will be made at the rate of twelve dollars (\$12) per day, based on percentage of FTE, of accumulated sick leave to one hundred (100) days. For example, an 8 hour per day employee will receive \$12 per day and a 4 hour per day employee will receive \$6 per day.

Severance for administration is identified in their contracts.

Mileage

Employees must use school vehicles, when available, for school business. In the event the employee drives his or her personal vehicle for pre-approved school business, he or she will be reimbursed at the current IRS rate at the time of the trip. Requests for mileage reimbursement shall be submitted in Skyward and made within thirty (30) days of the date of the trip for which mileage was incurred.

Meal Reimbursement

Employees shall be reimbursed for meals while on school business out of the District according to the following scale:

Breakfast -	\$ 8.00
Lunch -	\$10.00
Dinner -	\$18.00

Meal expenses may be combined for seminars or conventions of more than one day in length with the total not to exceed \$36 per day. Requests for reimbursement of meal expenses shall be submitted in Skyward and made within thirty (30) days of the trip for which meal expenses were incurred. Requests for meal reimbursements need to be accompanied by an itemized receipt. Alcohol is not a reimbursable expense.

Keys

All staff shall be issued an exterior building key for their respective buildings upon request. The Building Administrator must be notified immediately if a key is lost, stolen, or otherwise missing. A ten dollar (\$10) fee shall be charged for a lost electronic key (FOB). A twenty-five dollar (\$25) fee shall be charged for a lost mechanical key.

Protection

Employees will immediately report all cases of assault, battery and/or any other criminal activity (e.g., theft, threats, damage to property) suffered by any employee in connection with their employment to the school and provide the Building Administrator with a written report.

The written report will be forwarded to the District Administrator and the Board which will comply with any reasonable request from the employee for information in the District's possession relating to the incident or the persons involved.

The District will continue to carry appropriate insurance coverage to provide liability coverage for all staff.

Workers' Compensation

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the District office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify the District office as soon as possible, but not later than twenty-four (24) hours after the occurrence of the injury or knowledge by the employee of the occurrence of an injury, whichever is earlier.

If any employee is injured while in the performance of duties for the District, the District shall continue to provide worker's compensation insurance and the employee will be compensated in the following manner:

Up to Day Sixty (60) of Worker's Compensation Leave

The employee will be paid income equivalent to the income the employee would have earned had

the employee not been injured. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated reimbursable leave available whichever occurs first. This income will be generated by combining worker's compensation insurance with prorated accumulated reimbursable leave as necessary through a deduction of one-third (1/3) of a day of reimbursable leave for each day while on worker's compensation.

Day Sixty-One (61) and Thereafter of Worker's Compensation Leave

The employee will receive her/his worker's compensation payment. The employee, subject to rules and regulations of the carrier, may be eligible for long-term disability leave or may be eligible for Family and Medical Leave.

Grievance Procedure

Grievances may be filed in accordance with the procedures described in this section with respect to discharge, discipline or issues pertaining to workplace safety. A grievance may be initiated by any Employee.

Definitions:

1. **Grievance:** A complaint arising from discharge, discipline or issues pertaining to workplace safety.
2. **Workplace Safety:** Is applicable only to the safety of an employee and is limited to a person (not property) and issues under the reasonable control of the district.
3. **Days:** For purposes of this section shall mean calendar days. The time limits provided for herein are substantive, however, if mutually agreed upon by both parties, time limits may be waived or extended.
4. **Discharge:** Is Involuntary Discharge, which excludes resignation in lieu of discharge and layoffs. To the extent permitted by law, discharge also excludes non-renewals of teacher or administrative contracts under 118.22 and 118.24.
5. **Employee Discipline:** Includes suspension either paid or unpaid or a written reprimand that is placed in the personnel file. Does not include letters of performance expectations that are not disciplinary or administrative leave such as during an investigation pending a decision leading to discipline.
6. **Bifurcation:** Splitting the case into more than one element to deal with issues independently. Example: If a grievance has a timeliness issue, it may be addressed prior to the violation being grieved.

Procedure:

In cases of discharge or discipline, the employee must request in writing a hearing, within ten (10) days of the date the notice of discharge or discipline, was sent or given.

For issues pertaining to workplace safety, the employee must first bring the safety concern to his or her immediate supervisor. The supervisor shall respond to the concern in writing within ten days. If the employee is not satisfied with the response, the employee must request in writing a hearing within ten (10) days of the date the response, was sent or given.

Within fifteen (15) days of receiving the hearing request, the Board shall appoint an impartial hearing examiner to hear the grievance. The impartial hearing officer shall be an attorney licensed to

practice law in the State of Wisconsin or other individual with experience and expertise in public sector labor relations.

Upon appointment, the hearing officer shall set a hearing date, and inform both the employee and the Board or District Administrator of the hearing date. The hearing shall be held within thirty (30) days after appointment of the hearing officer.

The hearing officer shall conduct the hearing informally and impartially in such manner as he or she deems best calculated to ascertain the correctness of the allegations of the grievance. The district may request bifurcation of the grievance if timeliness or other issues not relating to the merits of the case are in question. A record shall be made of the hearing in such form as the hearing officer determines is appropriate but shall, at a minimum, include an audiotape of the hearing and preservation of all written materials presented at the hearing.

The hearing officer will abide by the following guidelines:

1. Rules of evidence and procedure as applicable in civil & criminal cases do not apply. (Example: A second party may share what they heard, which could be considered "hearsay" in other legal proceedings).

The scope of authority is limited to the issue in question of the specific case. A broad decision that would bring into play other policies and issues is not within the authority of the hearing officer.

The hearing officer shall have the authority, after having heard whatever evidence he or she deems sufficient, to act as follows:

- a) Uphold the discharge of the employee.
- b) Uphold the discipline imposed on the employee.
- c) Reduce the original penalty.
- d) Dismiss the grievance.
- e) In work safety cases, if the hearing officer determines that a safety hazard exists, the hearing officer may enter such orders as are reasonably necessary to remedy the safety hazard or, if the hearing officer determines that no safety hazard exists, may dismiss the grievance.
- f) In discipline and discharge cases, if the hearing officer determines that the evidence does not support the disciplinary action taken or the discharge, the employee may be reinstated, and the hearing officer may order that the employee be paid and/or reimbursed for all or part of his or her salary and benefits, may order that a letter, indicating that the disciplinary action was reversed and that the specific charge should not be considered in any future actions, be placed in the employee's personnel file, or may order that the employee's personnel file be expunged of all material relating to the discharge or discipline.

The hearing officer's decision shall be in writing and shall be served by first class mail upon the employee and the District Administrator and their representatives, if any. The grievant or the district administrator or his/her delegate may appeal the hearing officer's decision to the School Board. Any appeal of the hearing officer's decision shall be made in writing on a form or forms provided by the Board within fifteen (15) days of the date of the hearing officer's written decision. The School Board shall review the record of the hearing within thirty (30) days of the receipt of the appeal and issue a written decision within ten (10) days thereafter. The Board shall have the right to affirm, modify or overrule the hearing officer's decision in whole or in part or it may remand the grievance to the hearing officer with directives as determined to be appropriate by the School Board. The Board shall not hold any hearing or accept any additional information or evidence on the grievance but shall base its decision exclusively on the record of the hearing. The decision shall be served by first class mail upon the employee and the District Administrator and their representatives, if any.

Health Examination

If an employee is directed by the Board to have a health examination as prescribed by Sec. 118.25 of the Wisconsin Statutes, the examination charges incurred by the employee shall be paid by the Board. The employer will furnish the appropriate physical examination form prior to the exam.

Support Staff Employees

All support staff shall be governed by the language within this Support Staff Employee section as well as the language in the preceding Combined Language section. Support Staff includes Professional Support Staff.

Work Schedule for Support Staff

All employees will be paid according to the following criteria:

Forty (40) hours is a full week, twenty (20) hours per week is equal to half time and eight (8) hours is a full day.

Employees covered by the Fair Labor Standards Act (FLSA) will be paid at one and one-half times (1.5) the regular rate for hours worked over 40 hours in a workweek. "Hours worked" is defined as actual hours worked including 15 minute break and ½ hour lunch time, but excluding any time during the week recorded as vacation time, holiday time, personal leave or sick leave.

Custodians/Maintenance workers called in outside their normal work schedule for on-site work due to emergency situations (ex: alarms, emergency repairs, etc.) will receive two (2) hours minimum of pay.

For those employees not normally scheduled to work on Saturdays, work on Saturdays will be paid at one and one-half times (1.5) the regular rate, exclusive of the forty (40) hour requirements. This does not apply in the event time is being made up for regular hours missed due to weather or similar reasons.

Should an employee request to attend a work related (pertaining to his/her position) workshop or event that is held only on a Saturday or Sunday, upon approval of their immediate supervisor, they may exchange that Saturday and/or Sunday for a regular work day(s) during that same work week (Sunday through Saturday). The time paid will be straight time.

Work on Sundays will be paid at one and one-half times (1.5) the regular rate, exclusive of the 40 hour requirement except as provided above.

Supervisors will schedule two (2) fifteen (15) minute breaks and a duty free thirty (30) minute lunch period with pay for each employee under their supervision who works seven (7) or more hours per day. All employees working at least five (5) consecutive hours, but less than seven (7) will receive one scheduled break and a duty free lunch. Employees working at least three (3) hours, but less than five (5) will receive a fifteen (15) minute break. Employees working less than three (3) hours will not receive a break. Employees may not accumulate break or lunch time from day to day. Employees may deviate from their regularly scheduled break and lunch periods only with the consent of their supervisor.

Emergency dismissal and/or school closing shall be defined as any situation that constitutes a clear and present danger to the health, safety, and welfare of the students, teachers, and District employees in the school. The decision in determining an emergency dismissal and/or school closing rests with the Administrator. A non-emergency dismissal shall be defined as any situation where students are released early in order to provide in-service for the teaching staff or when the Administration deems necessary. When such a closing occurs the following will apply:

Non-Emergency Dismissal: Non-emergency dismissals shall not affect the working day for support staff members. Support staff members will work their regularly scheduled hours with tasks assigned to them by their supervisors.

Emergency Dismissal: Full time employees who have worked more than four (4) hours will be paid for a full day. Part-time employees who have worked more than ½ of their shift will be paid for a full shift. Night shift custodians will have the option to report to work; if they choose not to report, they shall have the option of using a personal or vacation day or having the day deducted from their pay.

Night shift custodians who report to work and conditions deteriorate to such an extent that constitutes a clear and present danger may, upon approval of the immediate supervisor or the District Administrator, be excused.

School Closings-Employees who are notified at least thirty (30) minutes prior to their shift are not to report unless requested to do so. Employees who have reported to work will be paid for and work a minimum of four (4) hours. The employee shall contact his or her supervisor to arrange for an early departure if, after reporting to work, the employee feels that weather conditions are a threat to his/her safety.

School Delays-Employees shall report to work at a later time that is consistent with the duration of the delay (e.g., if there is a two-hour delay, an employee who ordinarily starts work at 7:30 should report for work at 9:30) unless otherwise notified. If a program or activity is cancelled due to the delay, employees working with those programs or activities shall not report for work on that date. Hours missed due to late starts or cancellations will be unpaid unless and until a make up day or make up time is offered.

Make Up Days – If a student contact day is to be made up by the District, the employee will be expected to work. If a non-student contact make up day is offered and the employee elects not to work, the pay will be deducted for the day missed. All staff members will be expected to note on the timesheet following the emergency closing whether they wish to make up the day or have the day deducted. This will allow the Business Office to know how to reflect the request in the next pay period. If they wish to make up the day, the following would apply:

- a) 9 Month Employees (180 days) – The make-up day would be scheduled following the last contracted work day, on a teacher in-service day, or teacher work day with the approval of the immediate supervisor and the District Administrator or his/her designee.
- b) 10 ½ Month Employees (230 days) – The make-up day would follow the last contracted work day with the understanding that make up work in week of July 4 would not add an additional holiday to their pay.
- c) 12 Month Employees (260 days) – If they do not wish to work, they would have the option of using a personal or vacation day, or they could have the day deducted from their pay.

The beginning and ending times for all shifts shall be established by the beginning of the school year. Such times may be changed by the Administration as needs arise.

Job assignments shall be determined by the immediate supervisor with the approval of the District Administrator. Job assignments shall be tentatively established prior to the last day of school for the upcoming year. Employees will be advised, in writing, of their tentative assignment for the next school year by June 15th of the school year preceding the next school year's assignment. Tentative means tentative. Management retains the right to change an assignment in the work force.

The District may schedule in-service training for the employees. The subject and time of these sessions will be at the discretion of the District Administrator. These sessions will be held during a working day at the place of employment and the employee must attend the in-service. If the affected employees agree, such

training may be scheduled at a place other than the place of employment and/or on a non-work day.

In instances when the Board of Education, District Administrator, or Supervisors feel that a staff development seminar would be of value to the District and the employee, efforts will be made to have the employee attend. If the District training is a location other than within the District, a District vehicle will be made available or mileage will be paid for that travel. If the training is provided on a day other than a work day, it will be left to the employee's discretion as to whether they wish to attend.

1. The District shall pay the employees their regular wage rate for all time spent in attending the training. Employees will not be compensated for time spent traveling to or from a training exercise / workshop, unless that travel time occurs during the employee's scheduled working hours or federal or state law otherwise requires payment.
2. The District shall provide transportation or shall reimburse the employee for the use of their private vehicle at the rate commensurate with federal guidelines if a District vehicle is not available.
3. For District initiated training, the District shall pay for expenses which may include registration, workshop fees, materials, meals, and lodging in accordance with Board policy.

Employment outside the District shall not interfere with employee's normal hours or work assignment.

If teachers are required to make up a day on Saturday, the Administration has the right to require non-teaching staff personnel to come in.

If the administration requests that an employee work any day(s) outside of their regular work days, the employee will be paid per the language of this handbook.

Resignations

An employee who plans to resign his/her position shall give written notice through the immediate supervisor to the District Administrator at least ten (10) days in advance of the effective date of the resignation.

Job Description and Evaluation

The District shall supply a job description for each position. This job description shall be provided to each employee at the time they are hired, and when the description is changed thereafter.

All employees shall receive at least one (1) written evaluation completed by their immediate supervisor each year during the first three years of employment, except that all first year (new) employees shall have two (2) evaluations in their first year of employment. One (1) of these evaluations shall be done during the probationary period in such a manner as to allow sufficient time for the employee to improve. After three (3) years of employment, written evaluations shall be done, at a minimum, on an every other year basis.

The supervisor shall present a copy of the completed written evaluation and discuss it with the employee. The written evaluation shall be given to the employee the day before any meeting to discuss the evaluation. Employees shall be required to sign the evaluation to indicate they have reviewed the complete evaluation document with their supervisor. The employee shall be given the chance to respond to the evaluation and if the employee wishes to provide a response to the evaluation, it will be attached to the evaluation in the employee's file.

Staff Dress and Appearance

The Board of Education believes that support staff members are an important and integral part of the District. Also, since the support staff is highly-visible staff to the students, the professional staff, and the public, the Board believes the support staff should at all times be well dressed and groomed. Support staff members who understand this precept and adhere to it, enlarges the importance of their task, present an image of dignity, and encourage respect.

Acceptable Attire and Appearance:

- Be physically clean, neat, and well groomed
- Dress in a manner consistent with their support responsibilities
- Dress in a manner that communicates to others a pride in personal appearance

Unacceptable Attire Guidelines: The following list serves as a guideline but does not include all unacceptable attire. The building principal or supervisor will have discretion on questionable clothing.

- Denim jeans are not appropriate attire
- Flip flops are not appropriate attire
- Spaghetti straps and sleeveless shirts, unless covered by a jacket, are not appropriate attire
- Cleavage revealing clothing is not appropriate attire

Custodial, Maintenance, and Kitchen Staff

The district will require custodians, maintenance personnel, and kitchen staff to wear a uniform top (shirts provided by the district). Appropriate safety gear will also be worn at all times as deemed necessary. Custodians, maintenance personnel, and kitchen staff shall not wear open-toed or slip-on shoes during regular work hours.

Support Staff Compensation

Wages will be established by the Board.

Night Shift Differential

See Appendix 1

Probationary Pay Rate

See Appendix 1

Wage Payment

1. During the school year, employees will be paid on the 15th day and the 30th day of each month. When the 15th or the 30th occurs during a scheduled holiday, schoolwide vacation or weekend, employees will be paid the last scheduled workday prior to the holiday, school wide vacation or the weekend.
2. During the summer, employees will be paid on the 15th and the 30th day of each month. When the 15th or the 30th occurs on a weekend or scheduled holiday, employees will be paid the last scheduled workday prior to the holiday or the weekend.
3. Nonexempt employees who work fewer than 12 months may elect to have their regular wages paid

over a 12-month period by filing a Voluntary Pay Request form with the Business office prior to the first pay period of any school year. Overtime or additional hours worked for any other purpose will be paid as they are earned.

4. The District, as the employer, will pay all wages and salaries for work performed in and on its facilities, properties, and equipment.
5. Paraprofessionals will be paid their regular rate of pay when they supervise students.
6. Employee insurance contributions shall be deducted from each payroll in equal proportions.
7. Support staff payroll will be direct deposited on the 15th day and the 30th day of each month during the school year. When the 15th or the 30th day occurs during a scheduled vacation or weekend, payroll checks will be issued the last scheduled work day prior to the vacation or weekend. Support staff on the twelve (12) month payroll system will receive twenty- four (24) paychecks semi-monthly on the 15th and 30th of each month.

Support Staff Timesheets

Timesheets shall be submitted weekly by all hourly personnel according to the Time Sheet Schedule provided by the District Office. Timesheets will be due according to that schedule in order that the business office may make direct deposits in an efficient and effective manner. Under the rules of the federal wage and hour laws, deposits for hourly employees will not be cut without a timesheet. In the event that an employee fails to submit a timesheet, on time, the district office will not create a deposit for that time period. The deposit will be made in the next payroll run. If illness or other circumstances arise that may prevent an employee from submitting their timesheet they are responsible for finding a way to submit the timesheet according to the requirements of the schedule.

Discipline and Discharge – Support Staff

Probation

Support staff employees will serve a probationary period of 90 working days. This may be extended to 180 working days, if the employee receives a less than satisfactory evaluation during the employee's initial 60 working days probationary period. During this period an employee may be disciplined or discharged for any reason.

Standard For Discipline And Termination

The Board of Education retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline, short of termination, when s/he deems appropriate.

Disciplinary Material

Copies of any disciplinary material(s) shall be provided to the employee before or at the same time such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material as stipulated in Section 103 .13, WI Stats.

Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to

discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the workplace if immediate action is required.

Seniority

District seniority is the amount of continuous time accumulated through employment as a support staff member as measured from the first day of the employee's most recent employment. If an employee's regular work week is 20 hours or more, full seniority would apply. If an employee's regular work week is under 20 hours, half seniority would apply.

Seniority and the employment relationship shall be broken and terminated if the employee:

- Quits
- Is discharged
- Fails to report to work within ten (10) days after having been recalled
- Retires
- Recall rights have expired

The District will annually produce a seniority list on or about November 1 of each year and forward that list to support staff for inspection. Employees may raise objection to the proposed seniority list for clarification within one month of receipt. The Board will approve the list at the next scheduled Board meeting. A seniority list approved by the Board will be provided to the staff within two weeks after approval by the Board.

Transfers / Support Staff

Support staff members may be transferred at any time based on the needs of the District. "Transfer" means any change of assignment after the start of a school year.

An employee who is transferred from a classification in which no vacation is provided to a classification where vacation is provided will earn vacation time as if the employee was new to the District.

Reduction in Force, Positions & Hours

Reasons for Layoff

In the event the Board determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the following shall apply. Layoffs shall be made only for reasons asserted by the Board, and shall not be used to discipline an employee for her or his performance or conduct.

Layoff Notice

The District will give at least fourteen (14) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff and the reasons for the layoff.

Selection for Reduction

Individual employees shall be selected for layoff according to the following steps:

1. Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that is administratively feasible in implementing layoffs.

2. Volunteer(s): The District will provide the volunteer(s) with a layoff notice. Requests for volunteer(s) will be sent to support staff employee(s) within each job category. An employee who volunteer(s) to be laid off will put her/his request in writing. Volunteer(s) will only be accepted by the District if, in the District's opinion, the remaining employee(s) in the job category are qualified to perform the remaining work.
3. Selection for Reduction/Layoff: The District shall select the employee in the affected job classification for layoff or reduction in hours using the following criteria:
 - a. Educational needs and priorities of the District as identified and determined by the Board.
 - b. Qualifications as established by the Board including, but not limited to specific job skills, certification, training, experience, district evaluations, etc.
 - c. Qualifications of the remaining employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
 - d. Seniority.

Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as seniority, reimbursable leave and vacation. Economic provisions will be prorated after reduction. Any employee who is reduced in hours (partial lay off) may choose to be fully laid off without loss of any rights or benefits as provided herein.

Recall Period

Laid-off employees retain the right to be recalled for a period of twenty-four (24) months after the employee's last day of work with the District or from the time the employee received the notice of layoff, whichever is later. No new regular employee(s) will be hired within a laid off employee's job category while the individual(s) is on layoff status and is qualified and desires to return to work.

Recall Procedures

All laid off employees shall have their names placed on the recall list. If a vacancy occurs or a new position is created while employees are on layoff, the District shall first attempt to fill the position using the vacancy and transfer language. If an employee is not selected for the position under the vacancy and transfer procedures, the employee with the greatest seniority will be the first to be recalled, provided that s/he is able to perform the duties of the position to which s/he is recalled and the position is in a job category(ies) in which s/he previously worked for the District.

Notice of Recall

Employees shall be notified of recall by certified mail to the employee's address on file with the Employer. The required response date specified in the notice shall not be less than fourteen (14) calendar days from the date the recall notice is mailed to the employee. It shall be the responsibility of the laid off employee to notify the Employer of any change in address while laid off. An employee's failure to respond to the recall notice within fourteen (14) calendar days of the date of mailing the notice will be considered a waiver of that employee's recall rights.

Termination of Recall Rights

Recall rights shall end if an employee refuses recall to a position within their job category, except as

provided for below. Casual or substitute work during the recall shall not extend the recall period. Employees on layoff status may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute and/or temporary positions without loss of rights to the next available position for which the employee is qualified. Employees on layoff status shall not lose rights to equivalent FTE position(s) if they accept a position with a different FTE level, a substitute or a temporary appointment with the District.

Accrued Benefits During Layoff

Laid off employees will suffer no loss of reimbursable leave, vacation or other accrued benefits and/or seniority accrual when rehired. Reimbursable leave days, vacation and/or seniority shall not accrue while an employee is on full layoff status.

Paid Vacations

Vacation for each support staff employee will be provided according to the following schedule. Vacation periods may be in full blocks or taken on a day-to-day basis as may be arranged with the District Administrator or his or her designee.

12 Month Employees

1. Vacations

- a. If an employee’s contract begins before January 1, the employee will receive one (1) week of prorated vacation the first year and two (2) full weeks the second year. If the employee’s contract begins on or after January 1, the employee will receive one (1) week of prorated vacation the first year and one (1) full week of vacation the second year.
- b. The length of earned vacation is as follows:

<u>Year</u>	<u>Number of Weeks</u>
First	One (5 work days)
Second through Fifth	Two (10 work days)
Sixth through Eleventh	Three (15 work days)
Twelfth through Nineteenth	Four (20 work days)
Twentieth & Beyond	Four & one day (21 work days)

- c. Vacation can be used in the year in which it is earned and the employee has until August 15 following the year in which it is earned to use the vacation. Vacations not used cannot be accumulated. Example of August 15 deadline: If an employee earns vacation from July 1, 2017 through June 30, 2018, the employee has until August 15, 2018 to use the vacation days.
- d. During the first full week before school starts through the last full week after school ends of any year, no more than one (1) employee at a time in a job classification can take vacation unless there is a substitute available.
- e. In the period between the first day of required teacher attendance of the school year and the last day of required teacher attendance of the school year, no more than one (1) employee may use vacation to extend a holiday unless there is a substitute available.
- f. Vacation requests shall be made in accordance with the following procedures:
 - i. if asking for three (3) or fewer days of vacation, employees must request, in writing, at least 24 hours in advance of the leave. The leave will be contingent upon

substitutes being available. If asking for more than three (3) days, the request must be made at least ten (10) days in advance of the leave. The immediate supervisor has three (3) working days after receipt of the employee's request in which to approve or disapprove in writing the request. When a denial is given, it shall be accompanied with the supporting reason.

- ii. in determining when the immediate supervisor's response is due, the counting of the days starts on the day after the immediate supervisor receives the employee's request.
 - iii. all employee requests and immediate supervisor's responses must be completed before the date of the requested vacation days.
- g. When an employee leaves employment with the District, the employee will be paid for any unused vacation plus any vacation earned prior to leaving. Example: If the employee leaves on August 1, 2018, and has not used vacation from the 2017-2018 period, the employee is entitled to be paid for those vacation days and the pro-rated number of vacation days for July 2018.

Professional Staff-Teachers

Teaching Hours

All staff members are expected to be in their respective rooms or assigned areas for an eight (8) hour day unless they are a part-time employee in which case they shall be assigned per their contracted hours. The common day is 7:40 AM – 3:40 PM inclusive of a duty free lunch period of at least thirty (30) minutes and staff members must be present during these hours, except that on Fridays and days before holidays, teachers may leave fifteen (15) minutes after students depart. All in-service activities shall be treated as if students were in attendance.

1. Teachers shall be required to attend staff meetings at the call of the Building Administrator. Every reasonable effort will be made to limit such meetings to the following:
 - a. One day of each month for building meetings called by the Building Administrator of each building. Every effort will be made to conclude these meetings by 4:30 PM.
 - b. One meeting of each month for department meetings or special group meetings.
2. During presentations made by the guidance staff or other presenters, teachers are expected to remain with their classroom to assist.
3. The Building Administrator may assign staff to lunchroom or other supervisory assignments on an as needed basis. Compensation for such assignments shall be as provided in Appendix 2.
4. Every effort will be made to provide any teacher required to travel between District buildings an opportunity to set up prior to assigned teaching period. At present, people who travel between buildings are those who have flexible assignments.

Teaching Load

Middle and Senior High School

1. The normal teaching load under the Block 8 Schedule shall be in three (3) teaching periods per day of approximately 87 minutes in length, with one (1) preparation period per day.
2. A Middle and/or High School teacher may be assigned to teach an additional one block, thus losing one of the two prep periods. In this event the teacher will be required to teach the class. They will not have the option to refuse the assignment. The District will pay the teacher as stated in Appendix 2.
3. All staff (elementary, middle and high school) will be assigned ASP or supervision on an equitable basis. These assignments will be considered as part of the regular workday. The Administration may assign any instructional staff member duties that the Board considers necessary for the operation of the School District. Assignments will be distributed among the instructional staff as equitably as possible. Routine duties are defined as: A) Open House Attendance B) ASP Assignment C) Collect Money D) Record Keeping E) Lunch and Hall Supervision F) Selling Lunch Tickets G) Playground Supervision H) Tutorial Hours I) Parent/Teacher Conferences. Compensation, if any, for such additional assignments shall be as provided in Appendix 2.

Elementary School Level

The District will provide not less than three hundred twenty-five (325) minutes per five (5) typical day week of non-teaching supervision/preparation time during the student contact day from tardy bell to dismissal bell for the elementary staff. The preparation period will not be less than fifteen (15) continuous minutes.

Teaching Assignments

Assignment in Teaching Field

1. Teachers shall be given assignments only in those areas in which they are certified to instruct according to the Wisconsin Department of Public Instruction licensing.

The Board, through the Administrative Staff, may reassign teachers from building to building and from grade level to grade level or discipline to discipline according to District needs.

2. High School-Any teacher who loses a scheduled preparation period under the Block 8 Schedule and serves as a substitute teacher will be compensated at a rate provided in Appendix 2.
3. Elementary School-Any teacher who loses a scheduled preparation period and serves as a substitute teacher will be compensated at a rate provided in Appendix 2.
4. The District shall assign student teachers or interns only to those teachers who have given their prior written agreement to such assignment, and any monetary reimbursement received from the college shall be paid to the teacher(s) involved.
5. Teachers shall be notified in advance as far as possible, in writing, of any change in their teaching assignments and schedules for the ensuing school year, including the schools to which they will be assigned, grades and/or subjects they will teach.
6. Nursing Duties-No teacher will be assigned duties traditionally assigned to the school nurse except in emergencies.
7. Duties Related to Extra-Curricular Events and the Assignments thereof-Teacher participation in duties related to extra-curricular activities (defined as selling tickets, bus chaperoning, patrolling, etc.) outside of the normal teaching hours will be considered voluntary. The Board will compensate teacher's time as provided in Appendix 2. The Board reserves the right to make assignments on a rotational basis for these duties if there are no volunteers.

Master's Degree Notification and Pay Increase

Eligibility:

1. Staff are only eligible for one increase:
 - a. Staff members receiving compensation for a Master's Degree prior to ACT 10 are not eligible for the pay increase.
 - b. Staff members hired with a Master's Degree are not eligible for an additional pay increase.
 - c. Staff members who earn more than one Master's Degree are not eligible for a pay increase for 2nd and subsequent Master's Degrees.

Notification:

- 1) By January 15 of the school year a Master's Degree will be earned: Staff will complete and submit an Intent to Complete Master's Degree form.
- 2) By June 30 of the school year in which the Master's Degree was earned: Staff will complete and submit the Master's Degree Program Completed form. A document verifying the earned degree must accompany the form.

Contract Termination – Renewal and Performance-Related Nonrenewal

Renewal and nonrenewal of teachers' contracts shall be governed by Wis. Stat. sec. 118.22.

It is the teacher's responsibility to accept the continuing employment contract by June 15. If a teacher fails to accept, in writing, the offer of continued employment by June 15, the teacher will be determined to have voluntarily quit employment with the District.

A teacher's contract may be terminated at any time by mutual consent.

Probation

All newly hired teachers shall serve a probationary period for 8 quarters. This may be extended for an additional 4 quarters if deemed necessary by the building administrator or their evaluator and approved by the board.

Standard For Discipline And Termination

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

- 1) There is a factual basis for the discipline or termination:
 - a) The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- 2) Reasonableness of the penalty:
 - a) The particular discipline or termination imposed by the District must not be unreasonable. In the event of misconduct, the District reserves the right to discipline, and, if necessary, terminate an employee in accordance with this Handbook, District Policy, and any applicable state statutes. Discipline may result when an employee's actions fall short of generally accepted standards of professional behavior or violate a policy or rule, when an employee's performance is not acceptable, or the employee's conduct is detrimental to the interests of the School District. Typically, disciplinary action will involve these four steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment, however, specific disciplinary actions will depend on the behavior and frequency of occurrences. Some serious employee behaviors may lead to suspension or termination without following the progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

The following standards apply:

Disciplinary Material

Copies of any disciplinary material(s) shall be provided to the employee before or at the same time such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material as stipulated in Section 103 .13, WI Stats.

Representation

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

Standard For Nonrenewal Of Teachers

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

118.22 Wis. Stats. sets out the procedures the district must follow in order to nonrenew a teacher's contract. In order to demonstrate that its decision is performance based, the District must give the teacher notice that their performance is perceived as deficient and advise the teacher as to why his or her performance is not deemed acceptable.

1. Performance deficiencies in the classroom include:
2. Not following District approved Teacher Effectiveness Model
3. Deficient subject matter knowledge
4. Lack of adherence to Common Core Standards
5. Inability to maintain a classroom environment, which is conducive to learning
6. Inability to maintain professional human relation skills.

Prior to being nonrenewed for any of the above deficiencies a non-probationary teacher must be placed on an "intense supervision plan" (Action Plan). Thus, in addition to notice of the perceived deficiencies, the District shall give the teacher advice as to how to correct the performance concerns and time to correct them. If the teacher fails to improve sufficiently in meeting the identified performance concerns, the administration shall make a recommendation to the board to nonrenew unless the nonrenewal is contrary to public policy or is motivated by the fact that the teacher is a member of a protected group as identified in the WI Fair Employment Act or Federal Law. A majority vote of the full Board is required to nonrenew a teacher's contract.

Vacancies, Transfers and Reassignments

Posting of Vacant Teaching Positions

A notice of the vacancy shall be posted on the District's website with a brief description of the position. A candidate may request, from the business office, qualifications for the position, job description, salary, and fringe benefits. Such notice shall be posted as far in advance as possible.

Teachers may be transferred depending on the needs of the District. No teacher will be transferred to any position for which he or she is not certified.

Nonperformance-Related Nonrenewal and Recall

Reduction In Force - Teachers

It is the District's intention to provide reasonable continuity of employment to all regular full and part time employees. However, the District may determine that a reduction in the workforce is necessary when one or

more of the following circumstances are present:

- a. A decrease in student enrollment within a specific grade level, program area or within the School District.
- b. Loss of operating revenues.
- c. An elimination of a program(s) or change in delivery of services.
- d. The return of a teacher from a leave of absence.
- e. Other legitimate reasons which the District, upon its discretion, determines that a reduction in staff is required.

Selection for Reduction

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be solicited prior to reduction. Requests for volunteers will be sent to employees within the job classification(s), grade level(s), program area(s), department(s), and/or certification area(s) identified for a reduction. An employee who volunteers under this section must put his/her request in writing and submit it to Central Office within 5 working days of the District's notification. Volunteers will only be accepted by the District if, in the District's opinion, the remaining employees in the job classification are licensed and qualified to perform the remaining work. Volunteers will be treated as a District directed layoff under this section of the Handbook, and the District will provide the volunteer(s) with a written confirmation of layoff.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee(s) for layoff. The District shall utilize the following criteria, which are all equal in importance, for determining the employee(s) for layoff:
 - a. Educational Needs of the District.
 - b. Qualifications of the Remaining Employees in the Certification Area, Department or Classification: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include, but are not limited to, length and range of an employee's experience both within and outside the District, the range of skills, certification or licensure, additional training, educational attainment, performance evaluation, and professional investment to the District outside the employee's immediate role.

Recall

1. An employee on layoff will be recalled in reverse order of layoff provided that they are licensed and qualified to fill the vacant position. It shall be the responsibility of any laid off employee to keep the District office informed of an up to date mailing address, email address, and phone number. Recall notices will be mailed by certified letter, return receipt requested, only to the last known address of the employee. Email may also be utilized for contact. If the employee does not respond and agree to recall for any position(s) he/she is licensed and qualified to teach then the employee shall forfeit her/his recall rights. The employee shall have fifteen (15) calendar days from the date notice is sent to respond if the notice is sent at least thirty days prior to the first day of school and five (5) calendar days from the date notice is sent to respond if the notice is sent less than thirty days prior to the first day of school.
2. Employees on recall will not forfeit their right to recall by refusing an offer of recall if the recall offer is for a position which appointment level is less than the appointment level previously worked. Teacher(s) under a limited term contract or less than fifty (50%) appointment level are ineligible for recall rights under this provision.
3. Recall rights shall exist for two years.

Schedule for Teachers

1. A teacher's initial salary upon hire shall be at the discretion of the Board.
2. When working beyond the contract year as established by the Board, teachers on extended contracts will be paid their daily rate for each day of work beyond the contract year. A separate contract for extended work will be issued by May 15th. This provision does not apply for extended contract work under the extra-curricular schedule. When teachers agree to write curriculum or complete other professional tasks outside their contract year, the District shall pay a rate as provided in Appendix 2. This provision does not apply to make-up days or time added to the school day as a result of inclement weather or other dismissal days.
3. Teacher payroll will be direct deposited on the 15th day and the 30th day of each month during the school year. When the 15th or the 30th day occurs during a scheduled vacation or weekend, payroll checks will be issued the last scheduled work day prior to the vacation or weekend. Teachers will have the choice to receive twenty (20) or twenty-four (24) paychecks on the 15th and 30th of each month.

Payment for Credits

Teachers attending school, spring, fall, summer sessions, or weekends and/or evening, and not receiving scholarships or federal/state reimbursement, will receive eighty dollars (\$80.00) per graduate credit (Credits must be graduate credits from a post secondary institution recognized in the accreditation database by the U.S. Department of Education's Office of Postsecondary Education and with District Administrator or Principal approval) not to exceed six (6) graduate credits per school year. Proper paperwork must be submitted to the District Office in advance of the first class. If this paperwork is not submitted, the credits will not be reimbursed. Credits in excess of six (6) credits per year will not be paid for and are not transferable from year to year. This will be reimbursed upon receipt of proof of successful completion of the graduate credits by presenting grade reports or transcripts and completing a request for payment form to the Building Administrator. The six (6) credits or less will be paid as follows upon receipt of verification on or before the assigned dates.

Payment will be within thirty (30) days. If the deadline below is missed, no payment will be made. Course credits are counted during the fiscal year in which they are paid.

- | | |
|------------------------------|---------------------------------|
| a. Summer Course Credits are | DUE: September 30 th |
| b. Fall Course Credits are | DUE: February 28 th |
| c. Spring Course Credits are | DUE: June 25 th |

Undergraduate credits will not qualify for payment under the above agreement.

Dual Credit Certification

At the request of Administration, teachers may be asked to earn graduate credits to be certified to teach dual credit courses. The District will pay the full cost of tuition and required text books for the course(s). Teachers will be required to submit a plan, identifying necessary courses, number of credits for each course, an estimated cost of the credits, and the dates he/she will be taking the course. Upon completion of each course, a grade report or transcript must be submitted to the District Office. Failure to successfully complete a course(s) will require the teacher to reimburse the District for costs related to the course. Teachers shall reimburse the District for tuition paid for

by the District if the teacher leaves the District within five years of the District paying for credits. Using a tuition reimbursement schedule, the District will determine the reimbursement amount.

Tuition Reimbursement Schedule:

- 100% tuition reimbursement to the District if the teacher leaves the District within one year of tuition being paid.
- 80% tuition reimbursement to the District if the teacher leaves the District within two years of tuition being paid.
- 60% tuition reimbursement to the District if the teacher leaves the District within three years of tuition being paid.
- 40% tuition reimbursement to the District if the teacher leaves the District within four years of tuition being paid.
- 20% tuition reimbursement to the District if the teacher leaves the District within five years of tuition being paid.

Professional Development Allocation

Three hundred dollars (\$300) and the costs of a substitute (up to and including a maximum of three days), will be provided each teacher at least every other school year for professional development approved by Administration. A professional staff member may not be denied two years in a row. If an Administrator directs an employee to attend a workshop, that expenditure would not reduce the three hundred dollar (\$300) budgeted amount.

Leave for Professional Growth

Teachers seeking a one (1) year unpaid leave for professional growth shall request by February 1 of the year preceding such leave, in writing, to the District Administrator. Leave of absence without pay must be approved by the Board prior to taking the leave. Requirements for such leave will include, five (5) years of successful teaching experience within the District and shall be limited to two (2) faculty members within the secondary and two (2) within the elementary level, but not more than four (4) from the entire faculty. The district will not pay for any college credits earned by the employee during that time period. No benefits, paid leave, vacation or seniority accrue during this leave of absence. Participation in the employer's insurance and other benefit programs can be continued during unpaid leaves of absence provided the employee reimburses the District for any premiums and further provided continuation is permitted by the carrier.

Calendar

The school calendar shall be determined by the Board of Education with a recommendation of the administration. Consideration will be given to employee input.

School Closings for Inclement Weather

The Board of Education recognizes that weather related cancellations will be necessary at times. Teachers will not be expected to report to school during the first five (5) weather related school days in a school year. If it becomes necessary to schedule additional days to meet required instructional minutes, teachers

will be expected to report to school. For 6th and subsequent weather related closings during the school year teachers will be expected to report to school. Administration will provide expectations for the day.

Teacher Evaluation

The educator effectiveness model through CESA 6, My Learning Plan, will be used by the district. A plan and timelines will be developed by the District Administrator and shared with staff.

Policies Affecting Teaching Personnel

Ethics

The Boscobel Area School District expects every staff member to abide by the codes of ethics prescribed by his/her professional organizations and within the generally accepted ethics prescribed by the Wisconsin Department of Public Instruction.

Conduct

The Boscobel Area School District shall discourage undesirable staff member conduct (including vulgar, obscene, or profane modes of expression) which materially and substantially interferes with its educational purposes, processes, and operations. Employees found guilty of such conduct shall have disciplinary action taken deemed appropriate to the misconduct.

1. All teachers must meet qualifications as fixed by state law, State Department of Education, and the local Board of Education as contained in Board Policy and in this Handbook.
2. All new teachers and those with renewed certificates must present their certificates to the District administration office during the pre-school workshop and those hired after the first day of school must present their certificate on their first day of employment.
3. All teachers must adhere to all state statutes regarding health, certification, and Department of Public Instruction licensing prior to employment. The Board will pay the expenses for the health examination and tuberculosis tests at the Boscobel medical clinic rate. No payroll checks will be issued to contracted personnel unless their credentials, transcripts, license, and health certificate are on file by the aforementioned timelines.

Resignation and Forfeiture

1. From July 1 and throughout the entire contract year, any teacher who wishes to terminate employment with the District may be released from their contract upon payment of liquidated damages in the amount of five hundred dollars (\$500.00). Contract release shall be at the discretion of the Board.
2. Liquidated damages may be waived at the discretion of the School Board.
3. If the District does not receive payment of the liquidated damages seven (7) days prior to the proposed resignation date or the teacher terminates without notice or payment of the fee, the District will not release the teacher from their contract and may seek and recover actual damages resulting from the breach of contract by the teacher.

Work Rules

These work rules constitute the general work rules applicable to all employees. The application and implementation of these rules may vary between individuals or work units due to the nature of the work or as specific circumstances require. Likewise, these work rules do not constitute the entire list of potential actions or violations for which employees may be disciplined. State and federal statutes and regulations also govern the workplace. Violations of these rules will also result in appropriate disciplinary action.

A. INCIDENTS, ACCIDENTS AND INJURIES

Any employee involved in an incident, accident or injury, including property-damage only accidents or incidents, irrespective of fault, during working hours or while using any District-owned machinery, vehicle or other property, shall report the incident, accident or injury to his or her supervisor within 24 hours (excluding weekends and holidays) of the occurrence of the incident, accident or injury.

B. ACCEPTABLE USE POLICY

Purpose

Employees are expected to use their computers in a professional and business-like manner. While the District encourages and supports employee use of computer systems as a means of improving productivity, certain restrictions are necessary to avoid improprieties, ensure that established standards are met, and maintain appropriate security of computerized data.

Computers, computer files, any e-mail system, and software furnished to employees are District property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Employees are required to abide by the federal copyright laws and to abide by all licensing agreements.

Inappropriate Uses

The following is a list of prohibited behaviors or uses of the District's computer systems and resources. Engaging in these behaviors or using the District's computer systems in an otherwise inappropriate manner will result in disciplinary action.

1. The display, printing, or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.
2. Using the District's computer systems or knowingly allowing another to use the District's systems for personal profit, commercial product advertisement or partisan political purposes. The e-mail system may not be used to solicit anyone for commercial ventures, religious or political causes.
3. Infringing on third party copyrights or other intellectual property rights, license agreements or other contracts; for example, illegally installing or making available copyrighted software.
4. Inappropriate copying, modifying, distributing, transmitting or displaying files or other data or information resources.
5. Sharing your user ID or password with any other person. If you do share your user ID or password with another person, you will be responsible for the actions of that other person.

6. Any unauthorized, deliberate action that damages or disrupts a computing system, alters its normal performance, or causes it to malfunction.
7. Use of systems and/or networks in attempts to gain unauthorized access to remote systems.
8. Decryption of system or user passwords.
9. Unauthorized copying of system files.
10. Intentional attempts to "crash" network systems or programs.
11. The willful introduction of computer "viruses" or other disruptive/destructive programs into the organization network or into external networks.
12. Sending anonymous e-mail messages.
13. Employees shall not install software onto any computers or equipment, including their individual work computers or the network. All software installations, even free software from the Internet, will be installed at the direction or with the consent of the appropriate administrator. Any unlicensed software or personal software may be deleted without notice to the employee.

E-Mail

E-Mail (electronic mail) plays an increasingly significant role in our communications. Along with the benefits of e-mail, come increasing risks and responsibilities.

All other District policies apply to e-mail, even if e-mail is not specifically mentioned in those policies. Examples include the data retention policy as well as various sections of the personnel policy.

Violation of these policies may result in the cancellation of the violator's e-mail account and may be grounds for disciplinary action up to and including termination of employment.

The e-mail system is to be used for matters directly related to the business activities of the District.

E-Mail is a public record like any other public document. As such, specific classifications of e-mail shall be retained according to the District's Records Management Policy. E-mail may be searched for evidence in any legal proceeding. By using the e-mail system, the employee consents that authorized representatives may review any messages on the system, may use any information for any legitimate business, legal or disciplinary purpose and may disclose or disseminate such messages to appropriate third parties.

Users are responsible for the security of their e-mail account password and any e-mail that is sent via their account. To protect accounts against unauthorized use, take the following precautions: Protect the e-mail account before leaving the computer unattended if there is any possibility someone else could use the system. If an e-mail account is left open, and someone else uses it, it will appear as if the message was sent from the original user and the user will be held accountable. Protect passwords against unauthorized use. The user is responsible for messages sent via their account. Correspondingly, do not read, use or tamper with someone else's account without their knowledge and consent. Unauthorized use of an e-mail account may be unlawful.

C. CONFIDENTIAL INFORMATION

Employees shall not disclose confidential information gained through their official position, except as authorized or required by law, nor shall they otherwise use such information for their personal gain or benefit. Particular attention and fidelity to student records disclosure is required of all employees in accordance with state and federal law and Board policy.

Employees shall not accept employment or engage in any business or professional activity, which they might reasonably expect, would require them to disclose or act upon the disclosure of confidential information acquired by them because of their official position.

D. GENERAL RULES OF CONDUCT

The following conduct is prohibited:

- 1) Insubordination, including disobedience, failure or refusal to follow written or oral instruction of supervisory authority, or to carry out work assignments.
- 2) Neglecting job duties or responsibilities.
- 3) Loafing, loitering, sleeping or engaging in unauthorized personal business or visiting.
- 4) Disclosure of confidential information and records.
- 5) Falsifying records or giving false information to other agencies or private organizations or to employees responsible for record keeping.
- 6) Failure to observe all safety and health rules and practices, including the use of protective equipment and clothing (e.g. hairnets, safety shoes or glasses, gloves, etc...) or the unsafe operation of vehicles and equipment.
- 7) Failure to report accidents or injuries including traffic accidents.
- 8) Failure to report promptly at the starting time of a work day or shift or leaving before the scheduled quitting time of a work day or shift or failure to notify the proper authority of impending absence or tardiness.
- 9) Leaving the place of duty during a work day or shift without permission of the immediate supervisor.
- 10) Failure to observe the time limits of lunch or rest periods.
- 11) Abuse or misuse of District property, equipment or materials.
- 12) Stealing, pilfering or unauthorized possession or use of District property, equipment or materials, including, but not limited to, computers, telephones or mail or copy service.
- 13) Threatening, attempting or inflicting bodily harm or injury.
- 14) Threatening, intimidating, interfering with, or using abusive language towards others.
- 15) Horseplay, including practical jokes, pushing, running or throwing objects.
- 16) Failure to observe no smoking and no tobacco regulations.
- 17) Unauthorized possession of weapons.

- 18) Possession of or use of alcoholic beverages or illegal drugs while on District time or property.
- 19) Reporting for work in an unsafe condition or under the influence of alcoholic beverages or illegal drugs.
- 20) Immoral conduct.
- 21) Selling commercial products or services on District property without authorization.
- 22) Unauthorized solicitation of funds or donations for any purpose.
- 23) Unauthorized distribution of printed matter on District property.
- 24) Unauthorized lending, borrowing or duplication of keys to District vehicles, property or other appurtenances.
- 25) Inappropriate dress or grooming.
- 26) Soliciting or accepting any unauthorized compensation, reward or gift from outside sources for any matter related to the employee's activities as an employee of the District.

E. STAFF/DRESS AND APPEARANCE

The Board of Education believes that professional staff members set an example in dress and grooming for their students to follow. A professional staff member who understands this precept and adheres to it, enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

Acceptable Attire and Appearance:

- Be physically clean, neat, and well groomed
- Dress in a manner consistent with professional responsibilities
- Dress in a manner that communicates to students a pride in personal appearance

Unacceptable Attire Guidelines: The following list serves as a guideline but does not include all unacceptable attire. The building principal or supervisor will have discretion on questionable clothing.

- Denim jeans are not professional attire
- Flip flops are not professional attire
- Spaghetti straps and sleeveless shirts, unless covered by a jacket, are not professional attire
- Cleavage revealing clothing is not professional attire

F. DRUG-FREE WORKPLACE POLICY

The District is committed to providing employees an environment that is drug free. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee is prohibited on District at all times. Employees who possess, sell or distribute drugs on or off District property, or who appear for work under the influence of drugs (other than prescription drugs taken in accordance with the prescription that do not impair an employee's ability to function or pose a safety hazard) will be terminated from employment.

It is a violation of District policy for any employee to possess, sell, trade, or offer for sale illegal

drugs or otherwise engage in the illegal use of drugs on the job. It is a violation of District policy for any employee to report to work under the influence of illegal drugs. It is a violation of District policy for any employee to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

Any employee who is convicted for any violation of this policy must notify his/her supervisor within five (5) days of such conviction. Failure to do so may result in termination of employment.

It is a violation of District policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs on the job.

G. HARASSMENT AND OFFENSIVE BEHAVIOR IN THE WORKPLACE

The Board of Education is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it.

See Board Policies 1662, 3362, 4362

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers"

Danelle Schmid
Elementary Principal
1110 Park Street
Boscobel, WI 53805
608-375-4165 ext. 2134
schmdane@boscobel.k12.wi.us

Wally Byrne
Middle/High School Principal
1110 Park Street
Boscobel, WI 53805
608-375-4161 ext. 2314
byrnwall@boscobel.k12.wi.us

APPENDICES

Appendix 1

Support Staff Wage Scale

Wages will be determined by the Board

Base Pay Rate

Food Service	\$13.16
Paraprofessional	\$13.48
Secretary	\$13.96
Custodian	\$14.27
Maintenance	\$14.27
Technology	\$14.27

Night shift differential: \$0.10

Probationary Pay Rate:

New hires will be paid at ninety (90%) percent of the base rate during their initial ninety (90) days of employment. If the probationary period is extended, the rate of pay will remain at the probationary level until that status has changed.

Teaching Staff Salaries

2020-2021 Base Salary: \$38,764

Salaries will be determined by the Board.

Other Teacher Compensation

Assigned lunchroom duties shall be first covered by a willing staff member, second by a rotational staff person, third by the teacher's substitute, at 6% of base salary, providing the staff member serves for the 179 contact days of the school year.

The District will pay the teacher an additional 8.63% of his or her salary for an annual assignment for an additional block.

Substituting:

High School-Any teacher who loses a scheduled preparation period under the Block 8 Schedule and serves as a substitute teacher will be compensated at a rate provided in Appendix 2 of twenty-eight dollars (\$28.00) for an eighty-seven (87) minute period or fourteen dollars (\$14.00) for splitting that period with another instructor.

Elementary School-Any teacher who loses a scheduled preparation period and serves as a substitute teacher will be compensated at a rate provided in Appendix 3 of ten dollars (\$10.00) per period.

Summer School Teacher:	\$26.40/hour
Homework Help:	\$25.89/hour
Curriculum Development:	\$20.00/hour
Alternative Education Teacher:	Hourly Per-Diem

Duties related to extra-curricular activities (defined as selling tickets, bus chaperoning, patrolling, etc.) outside of the normal teaching hours: Minimum Wage

Routine Duties:

- Open House Attendance
- ASP Assignment
- Collect Money
- Record Keeping
- Lunch and Hall Supervision
- Selling Lunch Tickets
- Playground Supervision
- Tutorial Hours
- Parent/Teacher Conferences

Playground Supervisor-If needed, the District will solicit up to four (4) teacher volunteers from the elementary school staff to serve as playground supervisors. The staff members will assume playground supervision for the school year and be paid at a rate of six percent (6%) of the base salary, per individual with no reduction in compensation if absent due to the request of Administration.

If playground supervisors cannot be secured by the first day of each school term, then the administration will assign a teaching staff member(s) to supervise the playground on the same paid basis as those who volunteered. Replacements for an opening in playground supervision will be based on seniority.

If any one of the supervisors for any reason other than an administration request is absent from playground duty, the playground supervisor will forfeit their wage for that day to the substitute faculty member who replaces them. That substitute will be chosen on a rotational basis from the seniority list.

NOTE: Contracted playground supervisors have elected to lose preparation time for playground supervision during the normal workday in exchange for an extra-curricular stipend.

Extra Curricular Schedule

Salary Base = \$38,764

It will be the intent of the Boscobel Area School District, as long as fiscally able, to offer interscholastic programs as defined below. For teachers, the following extra-curricular activities will be stated on a letter of assignment separate from a teaching contract or letter of intent. Extra-curricular compensation will be identified on the check stub.

Teachers will be paid according to the schedule below.

Support Staff Coaches and Advisors (Below table)

Support staff personnel may be employed as coaches and advisors provided the following criteria are met:

- 1) Services must be provided outside of normal working hours.
- 2) The employee must turn in his or her hours on a weekly basis commencing with the first week of the activity and ending with the last week of the activity according to the schedule established by the Business Office.
- 3) Payment will be at minimum wage. Overtime will be paid where applicable.

The Board or Administration may, in their discretion, refuse to hire or rehire any person as a coach or advisor.

Off-Staff Coaches and Advisors

Off-staff coaches and advisors may be paid or volunteers at the discretion of the District. Paid off-staff coaches will be paid at an hourly rate established by the Board. Paid off-staff coaches and advisors may not work more than forty (40) hours per week. In extraordinary circumstances, with prior, written administrative approval which must state the reason, the hours may exceed forty (40) in a week. Each paid off-staff coach and advisor must turn in his or her hours on a weekly basis commencing with the first week of the activity and ending with the last week of the activity.

All Coaches and Advisors

All employment or volunteer coaching or advising activities are at will.

All athletic coaches must complete the American Sport Education Program's (ASEP) Leader Level Sport Coach course before they start their second year of coaching. This program will be provided at no cost to the coaches.

Schedule for Teachers

<u>ACTIVITY</u>	<u>Which % OF BASE</u>
Baseball – Head Coach	7.2%
Baseball – Assistant Coach	5.0%
Basketball – Head Coach (Boys/Girls)	10.6%
Basketball – JV Coach (Boys/Girls)	7.5%
Basketball – Middle School Coach (Boys/Girls)	5.0%
Cross Country-Head Coach	7.0%
Cross Country – Assistant Coach	5.0%
Cross Country –Middle School Coach	5.0%
Football – Head Coach	10.0%
Football – Assistant Coach	8.1%
Football – Middle School Coach	5.4%
Softball – Head Coach	7.2%
Softball – Assistant Coach	5.0%
Track – Head Coach (Boys/Girls)	7.5%
Track – Assistant Coach (Boys/Girls)	5.0%
Track – Middle School Coach (Boys/Girls)	5.0%
Volleyball – Head Coach	7.0%
Volleyball – Assistant Coach	4.75%
Volleyball – Middle School	4.25%
Wrestling – Head Coach	10.0%
Wrestling – Assistant Coach	7.5%
Wrestling – Middle School	5.0%
Annual	4.2%
Art Show	1.6%
Band – Secondary	9.0%
Band/Chorus Assistant – Secondary	5.0%
Cheerleading-Football	5.0%
Cheerleading-Boys & Girls Basketball	5.0%
Cheerleading – Wrestling	5.0%
Chorus	9.0%
Chorus- Elementary	1.25%
Class Advisors-9th	.7%
Class Advisors-10th, 11th, & 12th	1.5%
Dance Team – Football	2.5%
Dance Team – Boys & Girls Basketball	2.5%
Department Heads-English, Science, Social Studies, Math, CTE	\$100
FFA	2.5%

FHA	2.5%
Forensics- Head Coach	4.0%
Forensics- Assistant Coach	2.6%
Mind Matters- Facilitator (3 Maximum)	3.5%
Musical/Drama- Head Coach	4.0%
Musical/Drama- Assistant Coach	2.0%
Musical/Drama- Instrumental	1.5%
Musical/Drama- Vocal	1.5%
Musical/Drama- Lights, Props	1.0%
Newspaper	2.0%
PBIS Coordinator	\$500
Playground Supervisor	6.0%
Safety Patrol (2 Minimum)	4.0%
School Forest Coordinator	4.0%
Student Council	2.5%
Mock Trial	4.0%
District Assessment Coordinator	3.0%
Alternative Education Coordinator	\$3,000
Summer School Coordinator	\$1,000

**Addendum to Employee Handbook
Applicable only to the COVID – 19 Virus Pandemic**

March 24, 2020

On March 13, 2020, the Secretary of the Department of Health Services, under orders from Governor Evers, closed all public and private schools in the State of Wisconsin, for purposes of public instruction and co-curricular activities, commencing at 5:00 p.m. on Wednesday, March 18, 2020. In days following, the closure was extended indefinitely.

On March 16, 2020, the Secretary of the Department of Health Services, under orders from Governor Evers, put a ban on all public gatherings of fifty people or more. Shortly thereafter, this order was updated to ban all gatherings of ten more.

The Boscobel Area School District Employee Handbook does not have language for the use of sick leave in the absence of illness for quarantine or public safety arising out of the COVID-19 pandemic. Therefore, the District has created the language below:

School Closure Through April 3, 2020:

March 16, 2020 to March 20, 2020 and March 30, 2020 to April 3, 2020 will follow plans put in place and shared by administration. March 23, 2020 to March 27, 2020 are non-scheduled school days and identified as Spring Break.

All staff reported to work on Monday, March 16th and Tuesday, March 17th. Professional Staff was directed to prepare, distribute, and monitor student work that would be completed at home. Support Staff was presented with options for the remaining eight working days, concluding on April 3, 2020. Options included: working at school under the direction for building administration, taking the time as sick leave, taking personal leave, agreeing to make the time up at a later date, or taking the time as unpaid (selecting unpaid time would not result in a deduction of benefits).

School Closure – Beginning April 6, 2020:

The following plan will be in place until face to face instruction is reinstated or until the regularly scheduled 2019-2020 school year has concluded.

School Personnel:

- Teachers, District Office Staff, Building Office Staff, School Nurse, Administration

These employees will be allowed to work from home on days the buildings are closed. If buildings are open to essential staff, these employees may work at school. It will be expected that you are available during regular work hours. Your immediate supervisor will provide expectations. If you receive benefits, these will be maintained at your current coverage during the time of school closure.

If you are unable to work due to illness, you must contact your immediate supervisor and take sick leave. If you do not have sick leave, you will need to take a pay deduction (selecting unpaid time would not result in a deduction of benefits).

➤ Paraprofessionals, Educational Interpreters

Employees will complete work expectations established by your immediate supervisor. Duties may include, but are not limited to: professional development, providing support for students working at home, etc. You will be paid your contracted rate through the duration of the school closure during the 2019-2020 school year. If you receive benefits, these will be maintained at your current coverage at the time of the school closure.

If you are unable to work due to illness, you must contact your immediate supervisor and take sick leave. If you do not have sick leave, you will need to take a pay deduction (selecting unpaid time would not result in a deduction of benefits).

➤ Director of Food Service, Director of Transportation, Technology Integrator, Custodians, Cooks, Bus Drivers

Employees will complete expectations established by your immediate supervisor. You will be paid your normal hourly rate through the duration of the school closure during the 2019-2020 school year.

If you are unable to complete your supervisors work expectations, you will need to take a pay deduction (selecting unpaid time would not result in a deduction of benefits).

➤ Spring Coaches

Pay for spring coaches will be prorated based on the number of weeks your “active” season is in session. Active season will be considered the time practices are allowed while school is in session. If your season started prior to the school closure, you will receive prorated compensated for that time. If school reopens and the WIAA reinstates the season with competition, you will be paid a prorated amount. The prorated amount will be determined by calculating a percentage of time coaching to the number of allowed weeks in your season. The WIAA season officially begins with the first day of practice as determined by the WIAA and concludes with the State Tournament.

Baseball:	March 16, 2020 – June 18, 2020 (14 weeks)
Softball:	March 16, 2020 – June 13, 2020 (13 weeks)
Track:	March 9, 2020 - June 6, 2020 (13 weeks)