



# Employee Handbook

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MADISON METROPOLITAN SCHOOL DISTRICT



# Introduction

Dear MMSD Staff,

We know that our vision as a district doesn't come to life without the very best staff, who are fully supported in a positive work environment.

We are proud to be one of the only districts in the state to develop our handbook through a collaborative process with our employees. Our goal is that this handbook is a comprehensive resource for all staff, which outlines the rights and responsibilities of both staff and administration.

This handbook was built through discussions of a jointly appointed oversight committee, made up of district and employee representatives. The oversight group used the results of a staff survey to gather information and used our current collective bargaining agreements as the foundation for their discussion. We are glad that we could develop this handbook through that collaborative process.

That's because we believe as a district that the best way to achieve results for children is to work together with our employees. We have skilled, dedicated staff and we hope this handbook supports you in doing your best work.

Sincerely,

Jennifer Cheatham

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# Employee Acknowledgement

I hereby acknowledge that it is my responsibility to access the Madison Metropolitan School District Employee Handbook online at [www.mmsd.org/employee-handbook](http://www.mmsd.org/employee-handbook). I understand that it is my responsibility to read the handbook. The information in this Handbook is subject to change. I understand that changes in District policies may occur from time to time. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes.

If there are any policies or provisions that I do not understand, I will seek clarification from my immediate supervisor.

My signature on this form is acknowledgement that I agree to abide by the provisions outlined in the Madison Metropolitan School District Employee Handbook.

---

Printed Name

---

Signature

---

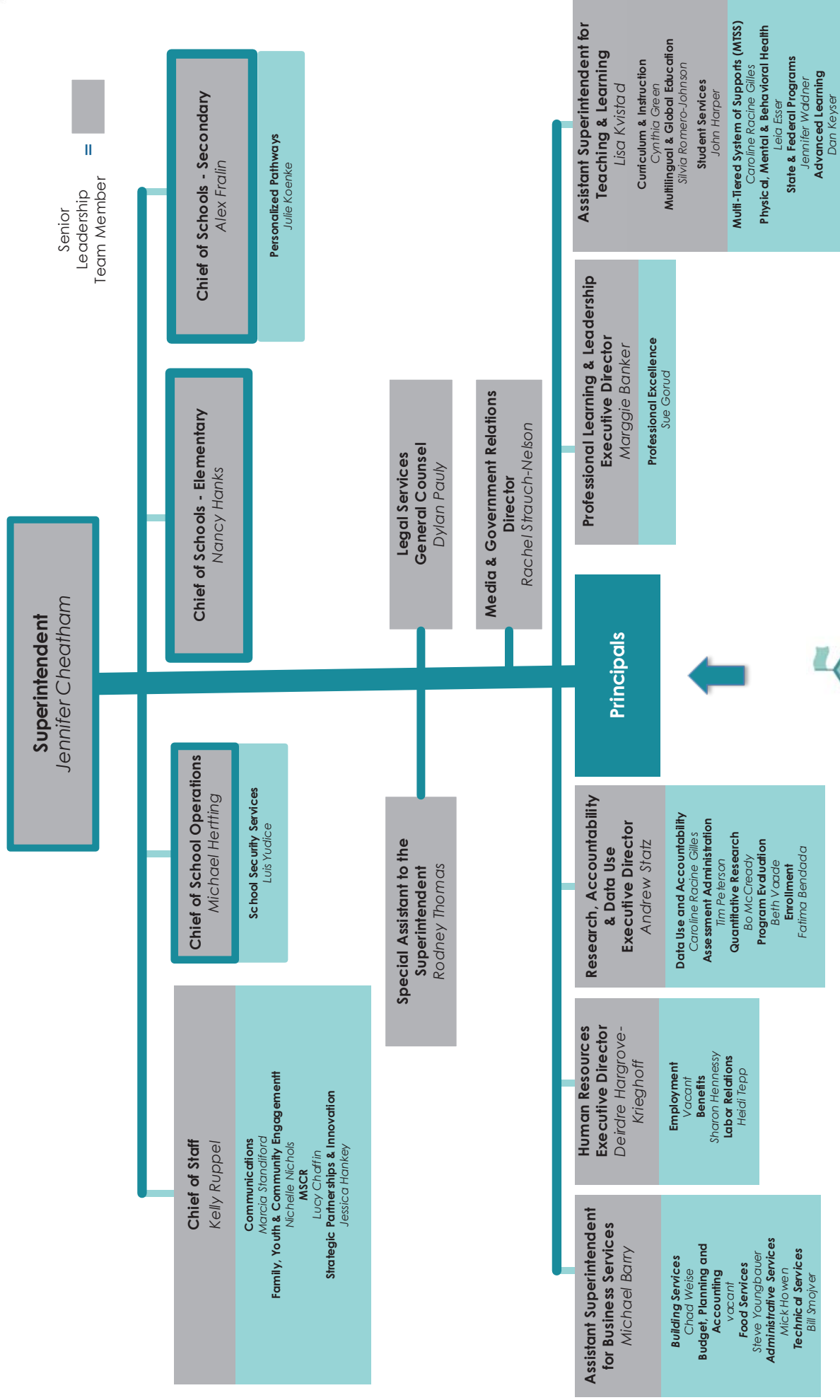
Date

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# Central Office Organizational Structure



Thriving Schools: All students graduate ready for college, career, and community

# SECTION 1

## PREAMBLE AND DEFINITIONS



### 1.01 About this Handbook

This Employee Handbook is intended to provide employees with information regarding policies, procedures, expectations and standards of the District; however, this Handbook should not be considered all-inclusive. Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Madison Metropolitan School Board.

The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, in accordance with the process set forth in Section 19 below. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees.

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



## 1.02 Definitions

1. **Administrative Employees:** "Administrative Employees" are defined as persons who are required to have a contract under section 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
2. **Casual Employees:** "Casual Employees" are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
3. **Regular Employees:** "Regular Employees" are defined as employees whom the District considers continuously employed, on a full or part-time basis working either a fiscal or school year, until the District. A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
4. **School Based Leadership Team (SBLT):** "SBLT" is a representative group of employees within a school who perform several functions including development, implementation and monitoring of the School Improvement Plan (SIP). Team composition should reflect the needs of the school. The composition of the SBLT should reflect to the best of its ability a representative cross section of all employee interests. Agendas and minutes of meetings of the SBLT shall be shared with all staff. For more information see: <https://accountability.madison.k12.wi.us/sblt-toolkit>
5. **Seasonal/Summer School Employees:** "Seasonal employees" are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A "summer school employee" is defined as an employee who is hired to work for the District during the summer school session. "Summer school session" is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
6. **Substitute Employees:** "Substitute Employees" are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee.
7. **Teachers:** "Teachers" are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats.
8. **Temporary Employees:** "Temporary Employees" are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

## SECTION 2

# EMPLOYMENT LAWS AND POLICIES



### 2.01 Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) and the Wisconsin Fair Employment Act (WFEA) prohibit employment discrimination against “qualified individuals with disabilities.” In accordance with these laws, the District commits to providing reasonable accommodations to its employees in assuring that individuals with disabilities enjoy full access to equal employment opportunities. Accordingly, the District will provide reasonable accommodations to qualified individuals with disabilities when such are directly related to performing the essential function of a job. An employee requiring a modified work environment as the result of a disability may request a reasonable accommodation. To request an accommodation, the employee will be required to complete and submit the Disability Accommodation Request Form:

<https://hr.madison.k12.wi.us/files/hr/disability-accommodation-request-form.pdf>. As part of this request, the employee must provide medical verification of the need for the accommodation and may be required to sign an Authorization for Release of Medical Records to allow the District to communicate with the employee’s health care providers. All information received during this process, whether written or verbal, will be kept confidential and disclosed only to those individuals who are relevant to the decision process. The Department of Human Resources/Labor Relations will review requests for accommodation. Approved accommodations will be reevaluated periodically to ensure that they remain necessary, reasonable and effective.

## **2.02 Bullying**

Workplace bullying is prohibited and should be reported immediately.

Examples of workplace bullying include, but are not limited to:

- a. Provocative or dehumanizing name calling;
- b. Belittling a person in public or in private;
- c. Excluding a person that would normally be expected to attend from meetings, trainings, or other work-related events;
- d. Shouting at a person in private or in public;
- e. Using vulgar language or inappropriate language towards a person;
- f. Unwarranted or invalid criticism;
- g. Excessive monitoring of a person's work.

Workplace bullying does not include a non-abusive exercise of management rights to assign tasks, appropriately monitor work, evaluate performance, provide constructive criticism, reprimand for misconduct or take disciplinary actions against employees when appropriate. A demanding supervisor should not be considered a bully if his/her primary motivation is to obtain the best performance from his/her employees through the establishment of high but reasonable expectations that are appropriately conveyed and applied.

Workplace bullying is not limited to supervisor/employee relationships. Rather, workplace bullying may also occur among peers and/or co-workers.

For additional information see: <https://board.madison.k12.wi.us/policies/8013>  
<https://www.madison.k12.wi.us/files/workplace-bullying-brochure.pdf>

## **2.03 Equal Opportunity**

The District does not discriminate on the basis of religion, race, color, national origin, ancestry, age, sex, physical appearance, marital status, handicap, disability, arrest or conviction record, political beliefs, sexual orientation, gender identity, gender expression, less than honorable discharge, source of income, association with a person with a disability or the fact that an individual is a student.

For additional information see: <https://board.madison.k12.wi.us/policies/8012>

## **2.04 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. [https://legal.madison.k12.wi.us/files/legalsvc/Complaint\\_Form.pdf](https://legal.madison.k12.wi.us/files/legalsvc/Complaint_Form.pdf)

## **2.05 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08**

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and youth employment standards. The federal minimum wage is \$7.25 per hour effective July 24, 2009. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage. Covered nonexempt employees must receive overtime pay for hours worked over 40 per workweek at a rate not less than one

and one-half times the regular rate of pay. Hours worked ordinarily include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed workplace.

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the FLSA.

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

Both the State of Wisconsin and the Federal Government have enacted laws governing family and medical leave. Both the Wisconsin and Federal Family and Medical Leave Acts (FMLA) provide eligible employees the opportunity to take job-protected leave to care for him/herself, a child, spouse or a parent who may have a serious health condition, or the birth/adoption of a child, with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. The Federal FMLA provides additional benefits to care for a covered service member with a serious injury or illness. While FMLA leave is unpaid, employees may elect to substitute paid leave such as vacation, sick leave and legal leave. Information related to eligibility requirements, length of leave entitlement and other conditions of the Federal FMLA is available via <http://www.dol.gov/whd/fmla/index.htm> and for the Wisconsin FMLA at [http://dwd.wisconsin.gov/er/family\\_and\\_medical\\_leave/](http://dwd.wisconsin.gov/er/family_and_medical_leave/).

**Notification of Benefits and Leave Rights:** Because the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the Handbook as required by federal law. The District will post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

**Eligibility Notice:** When an employee requests FMLA leave, or when the employer acquires knowledge that an employee leave may be for an FMLA-qualifying reason, the employer must notify the employee, within five business days, of the employee's eligibility to take FMLA leave, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

**Rights and Responsibilities Notice:** The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights and responsibilities notice into a single form: U.S. DEP'T OF LABOR, Notice of Eligibility and Rights and Responsibilities (FMLA), available at <http://www.dol.gov/whd/forms/WH-381.pdf>

**Designation Notice:** The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, Designation Notice (Family and Medical Leave Act), available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

The full FMLA is available at <http://www.dol.gov/whd/fmla/index.htm>

## 2.07 Immigration Law Compliance

The District is committed to employing only United States citizens and others who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy. <http://ww.wuscis.gov/files/form/i-9.pdf>

## 2.08 Harassment

The District is committed to the provision of a professional, harassment-free environment for employees. The District considers all forms of harassment, including hazing, to be unacceptable behavior because it undermines productivity in the work and academic environments, degrades, intimidates, isolates and is discriminatory. Harassment infringes upon the rights of all and creates a hostile environment for learning and working.

To ensure that all employees work in an environment free of all forms of harassment, the District expressly prohibits harassment based on race, creed, color, national origin, sex, marital status, disabilities, handicap, religion, age, ancestry, sexual orientation, arrest/conviction record, source of income, association with a person with a disability, physical appearance, student status, political beliefs, less than honorable discharge, gender identity and gender expression and will take all the necessary steps to prevent such harassment from occurring. Any employee who engages in harassment will be disciplined as appropriate.

Harassment is defined as: Unwanted, deliberate or repeated unsolicited comments (oral or written), gestures, graphic material, physical contacts, verbal/nonverbal or physical conduct directed to an individual because of his/her membership in a protected class constitute harassment when this conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment; or
2. Has the purpose or effect of unreasonably or substantially interfering with an individual's work; or
3. Otherwise adversely affects an individual's employment; or
4. Submission to the conduct is made either explicitly or implicitly, a term or condition of an individual's employment; or
5. Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting the individual or
6. Is sufficiently severe, persistent or pervasive that it adversely affects an individual's ability to work.

Examples of harassment may include but not limited to:

- Unwanted physical contact including touching, pinching and/or brushing the body.
- Indecent exposure, including lewd and lascivious behaviors.
- Persistent requests for social/sexual encounters and favors.
- Making inappropriate statements or jokes about students or staff because of their protected status, (e.g., gender, disability, sexual preference, race, religion, etc.).
- Basing a personnel decision on someone providing sexual favors, or someone protected status (e.g., ancestry, age, political beliefs, physical appearance, religion, etc).
- Displaying graphic, sexually explicit objects, posters or pictures that show adolescents, women, racial minorities, people who have disabilities or students in a degrading or humiliating manner.
- Obscene gestures, nonverbal suggestive behavior (leering) or insulting sounds (whistling).

Any person who believes that he/she has been harassed may file a complaint with the Affirmative Action Officer of the District in accordance with the District's complaint procedure. <https://board.madison.k12.wi.us/policies/8012>

For additional information see: [https://legal.madison.k12.wi.us/files/legalsvc/Sexual\\_Harassment\\_Brochure.pdf](https://legal.madison.k12.wi.us/files/legalsvc/Sexual_Harassment_Brochure.pdf)

## **2.09 Lactation Regulations**

The District supports employees who breast-feed their children by accommodating their needs to express breast milk during the workday for up to one year after a child's birth. Prior to returning to work from maternity leave, the employee will notify the building administrator/supervisor of her intent to continue breast-feeding and of her need to express breast milk during the day. It will be the responsibility of the employee to keep the building administrator/supervisor informed of her needs in this regard throughout the period of lactation.

In each building a space will be provided that is a lockable and sanitary place for breast-feeding employees to express their milk during the day. An employee who is breast-feeding her child will be provided reasonable break times to express milk. Hourly employees shall be able to combine their break periods for this purpose. Supervisors will work with the employee to schedule times to express milk during the work day. Employees are expected to respect the privacy of breast-feeding employees.

# SECTION 3

## GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS



### 3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward students, other employees, families and the community. As representatives of the District employees must be mindful of their actions. The District expects employees to comply with the standards of conduct set out in Board policies, this Handbook, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment. The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations.

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

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form (<https://hr.madison.k12.wi.us/files/hr/wcinjury.docx>) should be submitted to the principal/supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this Handbook on page 80.

For additional information see: <https://board.madison.k12.wi.us/mmsd-policies-and-procedures-4147>

### **3.03 Attendance**

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

Employees who are unable to report for work are to follow the District's reporting procedures for reporting absences. Teachers and special education assistants (SEA) must call subfinder as soon as possible but no later than 6:00 a.m. Other employees must contact their supervisor. Teachers are expected to have detailed lesson plans available for the substitute prior to the start of the workday. SEAs must also ensure that a daily schedule and materials are available prior to the start of the workday. The District will monitor attendance and absence patterns. An acceptable rate of absenteeism is one that does not exceed the employee's rate of accrual except when on an approved medical leave. When an employee's absences exceed his/her rate of accrual, the supervisor/building administrator will meet with the employee to address attendance concerns. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Excessive, habitually repetitive, or other patterns of absences and/or tardiness will result in disciplinary action, up to and including termination.

Employees who incur repeated instances of unexcused tardiness will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time.

Employees who incur unexcused absences will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.



### **3.04 Bulletin Boards/Mailboxes**

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. Distributed and posted materials shall be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not contravene District policy or the law. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

The only materials that are to be placed in an employee's mailbox are official District communications, U.S. mail, materials received in the school delivery, materials of a non-commercial and a non-partisan political nature placed by other employees and materials as authorized. Employee unions/associations will be permitted to post information on a designated space about official union/association business and use employee mailboxes and the District's internal school mail distribution system for noncommercial and nonpolitical material, provided they agree to hold the District harmless from any fines or liability for postage that may be imposed upon the District as a result of such continuing use of the inter-school mail delivery system. A copy of all publications mailed shall be sent to the Superintendent and/or his/her designee.

For additional information see: <https://board.madison.k12.wi.us/policies/6481>

### **3.05 Child Abuse Reporting**

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy. If any doubt exists as to whether or not to report, such doubt should be resolved in favor of reporting.
- B. A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur. Assistance should be sought from the principal and school social worker prior to making the report.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

For additional information see: <https://board.madison.k12.wi.us/policies/4222>

### **3.06 Confidentiality**

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy 4156. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

For additional information see: <https://board.madison.k12.wi.us/policies/4150>  
<https://board.madison.k12.wi.us/mmsd-policies-and-procedures-4151>  
<https://board.madison.k12.wi.us/policies/4156>

### **3.07 Conflict of Interest**

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

### **3.08 Contracts and Conflict of Interest**

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

No employee may engage in other employment or independent contracting which is incompatible with the proper discharge of her or his District duties, or would tend to influence her/his judgment or action in the performance of her/his duties. No employee whose non-District employment or independent contracting is compensated by a District vendor shall participate in or attempt to influence the District's purchasing process in matters involving such vendor. No employee shall participate in or attempt to influence any District decision-making process in which s/he has a substantial personal or financial interest. No employee may use her/his employment or position with the District in a way that produces or assists in the production of a substantial benefit for the employee.

For additional information see: <https://board.madison.k12.wi.us/policies/9000A>

### **3.09 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media.

For additional information see: <https://board.madison.k12.wi.us/policies/6500>

### **3.10 Criminal Background Checks**

Every applicant for a District position is required to supply a fingerprint sample and submit to criminal history records checks to be conducted by the District. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

### **3.11 Criminal Background Checks/Charges/Convictions for Active Employees – Obligation to Report Criminal Record**

All District employees shall notify their immediate supervisor/administrator as soon as possible, but no more than 24 hours after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any other offenses as indicated below:

- Crimes involving school property or funds;
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an employee;
- Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- A misdemeanor which involves moral turpitude (e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community including but not limited to bribery, perjury, fraud, theft, counterfeiting, assault, rape, arson, prostitution, possession of child pornography, domestic violence, sale and/or possession of drugs); or

The requirement to report a conviction or deferred adjudication does not apply to minor traffic offenses. However, operating under the influence, revocation or suspension of license, and driving after revocation or suspension an offense of must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than 24 hours after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

An arrest, indictment or conviction of a crime is not an automatic basis for an adverse employment action. The District will consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

### **3.12 Crisis Management Plans / Emergency Situations**

The District has a Crisis Management Plan for use when a situation requires emergency safety measures. The principal/supervisor will annually review with the staff at each work site, the District's Crisis Management Plan. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

Staff shall report suspicious object(s) or person(s) to the Principal/supervisor. All staff will be notified if the Security Coordinator and/or the Superintendent and/or the Chief of Staff believes the suspicious object(s) or person(s) create a danger to the school environment and that notification to the staff is appropriate under the circumstances. Staff shall not be required to search for suspicious object(s) or person(s).

### **3.13 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, for example: employee identification badges and any building keys. Employees may be required to reimburse the District for unreturned, damaged or missing items/equipment. District equipment borrowed for short-term use should be returned within a reasonable time after project completion.

### **3.14 Drug-, Alcohol-, and Tobacco-Free Workplace**

The District seeks to provide a safe drug-free workplace for all of its employees.

**Prohibited Acts - Drugs and Alcohol:** The manufacture, distribution, dispensation, possession, use of or appearance under the influence of alcohol, illegal drugs, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited in and on all property owned and operated by the District including vehicle, at District activities or while chaperoning students on District-sponsored trips.

For additional information see: <https://board.madison.k12.wi.us/policies/8870>

**Tobacco and Nicotine Products:** Employees shall not use tobacco products, including electronic cigarettes on premises owned or rented by or under the control of the District, in District vehicles, or in the presence of students at school or school-related activities.

For additional information see: <https://board.madison.k12.wi.us/policies/6490>

**Reasonable Suspicion Testing:** Employees shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing may result in disciplinary action, up to and including termination of employment.

**Consequence for Violation:** Employees who violate the District's policies and rules regarding alcohol, tobacco or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.

**Employee Assistance Program:** The employee assistance program (EAP) is a voluntary program to assist employees affected by behavioral, medical or other concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. Participation is confidential.

For more information see: <https://hrweb.madison.k12.wi.us/files/hr/eapbrochure.doc>

### **3.15 Employee Identification Badges**

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire and are an important part of providing a secure environment for our students. Employees in schools must wear their employee identification badges in plain sight during their contracted work time. Some employees will not be required to wear their employee identification badge if wearing the badge poses a safety concern.

### **3.16 False Reports**

Employees may be disciplined up to and including termination for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

### **3.17 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to

the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

### **3.18 Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

A. Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. See Section 3.21 below.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the

District may seek to recover lost or misappropriated funds.

### **3.19 Gambling**

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

### **3.20 Gifts and Sale of Goods and Services**

**Gifts:** The acceptance of gifts of commercial value from pupils or parents by any employee is prohibited.

An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Employees should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Assistant Superintendent for Business for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined

**Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of the District or at an activity of the District. § 118.12, Wis. Stats.

For additional information see: <https://board.madison.k12.wi.us/policies/8254A>  
<https://board.madison.k12.wi.us/policies/8254B>  
<https://board.madison.k12.wi.us/policies/9000A>

### **3.21 Honesty**

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, report cards etc. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination.

### 3.22 Information Technology Use

The District provides staff with access to the Internet for the purpose of fulfilling the District's mission of teaching, learning, and public service operations. Uses are to be related to the academic programs or operations of the District.

All District user accounts are owned by the District and therefore are not private. All messages and files created, sent, received or stored using District equipment, networks or communication systems are the property of the District. The District retains the right to review, audit, intercept, access and disclose, as appropriate, all messages created, received, or sent over the electronic communication systems as necessary.

District employees are expected to follow District guidelines when using information technology.

For additional information see: <https://board.madison.k12.wi.us/policies/3720>

Social media and digital communication devices and methods offer a means by which staff can quickly communicate with others, share information and exchange ideas. As District representative employees should exercise sound judgment and common sense when using social media.

For additional information see: <https://www.madison.k12.wi.us/social-media-guidelines>

### 3.23 Investigations

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

### 3.24 Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is the Assistant Superintendent for Business Services, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

For additional information see: <https://board.madison.k12.wi.us/policies/2615>

### 3.25 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in the Department of Human Resources. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Failure to maintain the required licensure/certification may lead



to the voiding of the staff member's contract and/or termination of employment. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

For additional information see: <https://hr.madison.k12.wi.us/files/hr/4-03.pdf>

### **3.26 Mandatory Training**

#### **Bloodborne Pathogens (BBP)**

All new employees are strongly encouraged to attend a BBP training session as soon as possible after employment starts. This training is required upon hire and annually for employees in the following designated job categories: custodians, elementary secretaries, elementary, middle and high school building administrators, nurse's assistants, nurses, security assistants, physical education teachers, special education teachers, special education assistants and substitute special education assistants.

For additional information see: <https://hr.madison.k12.wi.us/files/hr/bbpletter.pdf>

#### **Anti-Harassment**

All new employees must complete anti-harassment training within their first year of employment. It is only necessary to complete the training once.

For additional information see: <https://hr.madison.k12.wi.us/files/hr/harass.pdf>

#### **Act 81- Child Abuse and Neglect Training**

All employees must complete training provided by the Department of Public Instruction within six (6) months of initial hiring and at least every five years thereafter. After finishing the training, each employee must print out a "Completion Certificate" that is available on the DPI website. These certificates must then be sent to Human Resources for processing.

For additional information see: Mandatory Reporting of Child Abuse and Neglect-Training for All School Employees (<https://youtu.be/9nnpHjOXRQs>)

#### **Medication Administration**

Administration of medication is governed by state law. The law requires that schools provide a Wisconsin Department of Public Instruction (DPI) approved knowledge and skills training to any employee (secretary, teacher, specialized education assistant, principal, nurse assistant, etc..) who administers medications as a function of their job duties via certain routes. These routes include inhaled, injected, buccal, intranasal, rectal, nasogastric tube, gastrostomy tube, and jejunostomy tube. Medications administered orally, topically, and eye and ear medications are not required unless staff administer them on a routine basis. Knowledge training is required every 4 years and is provided through a DPI approved website called TRAIN. Skills competency testing is provided by the school nurse and is required at least every year and more often if needed.

### **3.27 Nepotism**

- A. Applicants for employment in the District will be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to

another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

- B. Definition: For the purposes of this Handbook, a “relationship by affinity” is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, registered partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. A “relationship by consanguinity” is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase “decision to hire” includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the Superintendent or his/her designee. Should the Superintendent be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he/she shall refrain from participating in such decision and shall instead delegate his/her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

For additional information see: <https://board.madison.k12.wi.us/policies/8000>

### **3.28 Outside Employment**

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

For additional information see: <https://board.madison.k12.wi.us/policies/8381>

### **3.29 Personal Appearance/Staff Dress Code**

The District expects every employee’s appearance to be consistent with the high standards we set for ourselves as a District. All employees will practice good personal hygiene and be neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. Employees will refrain from wearing dress or attire that is considered disruptive, inappropriate, or which adversely affects the educational atmosphere. For example, no tube-tops, halter tops, shirts with spaghetti straps, tank tops, sleepwear/loungewear, inappropriate length clothing (shorts, skirts, midriff shirts), or torn or ripped clothing.

### **3.30 Personal Identification Numbers (PINS)**

The intent of the keypad system is to secure the building while students are present. Staff PINS

work from 6:10 am to 6:30 pm on school days. Staff PINS do not work on weekends or holidays. The exceptions to this rule are high schools and those schools in which the Building Principal has allowed staff to have Saturday access.

Any problems regarding use of your PIN should be reported to the Manager of Electrical Technology via email, including the building, door number and date/time of the occurrence. For security reasons, phone calls are not taken regarding PINS.

Employees are not to share their PIN with anyone. When entering your PIN, position yourself so that no one, including students can see the number. If a student is found to have an employee's PIN or if an employee is found to have given a student or another individual his/her PIN, the PIN will be suspended until the situation is reviewed with the building principal/supervisor and he/she makes a request for a new PIN to be issued. In addition, sharing your PIN with a student or another individual can result in disciplinary action up to and including termination.

### **3.31 Personal Property**

#### **A. Personal Property Utilized in the Educational Process with the Written Approval of the Administration.**

An employee may, in his/her discretion, or at the request of an administrator or supervisor, bring personal property upon the District premises for use in the educational process.

The District shall reimburse such teachers for the cost of repairing or replacing such property if it is damaged or destroyed upon the school premises, provided, however, that the involved employee has notified his/her principal or supervisor of his/her bringing such personal property on the school premises for use in the educational process, on a form to be provided by the District and has further obtained, in writing, on said form, his/her principal or supervisor's approval for his/her doing so. See the Approval of Utilization Form at <https://hr.madison.k12.wi.us/files/hr/pputilization.pdf>

Principals and/or supervisors shall not approve personal property use under this provision if the property can otherwise be obtained in the District. The principal shall indicate the appropriate time period (i.e. days or hours) covered by the approval, and said time period shall not include days when school is not in session for more than two (2) days. The employee who uses personal property pursuant to this section shall take precautions with said property to the degree of care that a reasonably prudent owner would exercise.

Damage or loss for any individual claim shall be limited to \$350 per claim.

#### **B. Personal Property Damaged as a Result of Battery Being Committed Upon an Employee.**

The District shall reimburse employee(s) for the cost of repairing or replacing personal property which is damaged or destroyed as a result of a physical altercation initiated by a student. Damage or loss for any individual claim shall be limited to \$450 per claim.

#### **C. Restrictions.**

1. Damage and/or loss due to employee negligence is excluded from the above coverage provisions.
2. The employee was not disciplined or discharged by the District for his/her involvement in the incident that resulted in the damage to the employee's vehicle.
3. Within five (5) of any loss or damage herein, the employee must submit a claim form

to the Department of Human Resources for reimbursement: <https://hr.madison.k12.wi.us/files/hr/ppclaim.pdf>

#### D. Cooperation

Employees who receive reimbursement shall cooperate with the District in any and all attempts to recover damages from the student or parents of said student.

### 3.32 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file by scheduling an appointment with the Department of Human Resources. Documents not subject to review include but are not limited to pre-employment references and recommendations, credential ratings and pre-employment interview evaluations. The employee shall be entitled to have a representative accompany him/her during such review. This examination should be accomplished in the presence of Human Resources personnel. An employee can provide consent in writing for a representative to review his/her personnel file. § 103.13(3) Wis. Stats. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

After reviewing his/ her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

### 3.33 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

### 3.34 Physical Examination

**Examination:** Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with the job specifications for the position and section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District. The cost of such examinations shall be paid by the District and administered by providers with whom the District has an agreement for such services.

**Fitness for Duty:** The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

For additional information see: <https://board.madison.k12.wi.us/policies/8031>

### **3.35 Political Activity**

The District guarantees to employees full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but employees shall refrain from exploiting the institutional privileges of their positions to promote candidates or parties and activities. For example:

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

For additional information see: <https://board.madison.k12.wi.us/policies/8253>

### **3.36 Position Descriptions**

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

### **3.37 Privacy of Work Spaces, Including Desks, Lockers, etc.**

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked. Except items not in plain view and contained within personal property (e.g. purse, satchel, wallet, coats, backpack) may only be searched in accordance with applicable state and federal law which generally includes a warrant.

### **3.38 Severance from Employment**

An employee's employment relationship shall be broken and terminated by:

- A. Termination pursuant to the terms of this Handbook and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];
- F. the employee having been on reemployment opportunity status for twenty-four (24) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];

### **3.39 Solicitations**

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

### **3.40 Staff Use of Restraint and/or Seclusion**

School discipline requires the guidance of students in a way which permits the orderly and efficient operation of the school. The District does not condone the use of restraint or seclusion by employees when dealing with students, and corporal punishment and unreasonable use of physical force are expressly prohibited. The District recognizes, however, that it may be

necessary for school personnel to use reasonable and appropriate restraint and/or seclusion when a student's behavior presents a clear, present, and imminent risk to the physical safety of the student or others and it is the least restrictive intervention feasible.

For additional information see: <https://board.madison.k12.wi.us/policies/4221>

### **3.41 Teamwork**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. As an essential component of one's job duties employees may be assigned to work on a team(s). Active participation is an expectation. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of available resources including District technology to effectively communicate with all employees in the District.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

### **3.42 Telephone Use**

The District provides phones for employee use for communication to parents and others as part of their daily work needs for school district business.

#### **Classroom and Office Phone Use**

Employees shall not use these phones for their own private gain, such as running a business. Employees should not to accept collect calls and shall report to the appropriate Supervisor any collect calls attempted to be made to the phone. Classrooms phones are typically located at the door, which allows for staff to find them in emergencies. Relocation of phones in classrooms by staff is not allowed. Employees are to follow all regulatory requirements when using their phone. Any illegal use is the responsibility of the user. International calls must have prior approval by building administration/ department head. Such a request must be made 24 hours in advance to Building Services and will only be activated for the specified time period.

#### **Cell Phone Use**

The District provides cell phones to staff that perform duties outside of their buildings and as approved by the building administrator/department head. These phones are the property of the District and the District reserves the right to take back the phone at any time.

Cell phone use should be limited to work purposes. However, it is understood that from time to time personal calls may be made. Staff should reimburse the District \$0.05 per minute. Employees who are required to carry their cell phone at all times have the option of paying a monthly fee as follows for personal calls:

- a. Monthly use under 300 minutes - \$5 per month
- b. Monthly use 300 to 750 minutes - \$10 per month
- c. Monthly use 750 and over - \$15 per month

The District does not send out copies of invoices showing usage unless monthly average is over 300 minutes a month and not at all if on a payment plan. International calling is not allowed.

Staff who travel outside the Madison area must request a national plan. Staff assigned smart phones or other data access plans shall only use these plans for District use. Streaming of movies and down loading of games for personal use is not allowed.

### **3.43 Transportation of Pupils in Private Cars**

**Authorization:** Employees shall not be required by an Administrator/Supervisor to transport pupils in any private vehicle, other than his/her private car or station wagon (i.e., vans shall not be used unless such has been inspected as a school bus and driver has a school bus driver's license). No employee shall be required or requested by an Administrator/Supervisor to transport pupils in his/her private car or station wagon, except under the following circumstances:

- A. His/her immediate supervisor has previously approved such transportation, in writing, and;
- B. His/her immediate supervisor has determined that such transportation is in compliance with the requirements of the Wis. Stats.

**Insurance:** Any employee who is authorized, in writing, to transport students shall carry insurance in the amount of:

- A. \$100,000 bodily injury liability for one (1) person,
- B. \$300,000 bodily injury liability for each accident,
- C. \$50,000 for property damage.

The District pays the difference in premium between liability coverage of \$15,000/\$30,000/\$5,000 and the above upon the submission of evidence of such required amount to the Director of Business Services.

**Operator Requirements:** Employees who transport students shall be subject to the following operator requirement as specified in Board policy 8350.

#### **Personal Vehicle Reimbursement:**

- A. The District shall reimburse employees for the cost of repairing any damage caused to such private vehicle whether accidentally or intentionally caused, by student(s) being transported. Damage or loss for any individual claim shall be limited to \$350 per claim.
- B. Employees who in the prudent course of duty have their vehicle damaged by vandalism shall receive reimbursement for the damage of the vehicle provided all of the following conditions are met:
  - a. The employee was on paid status at the time the damage occurred to his/her vehicle.
  - b. The employee requested law enforcement come to the site to file a report. If the law enforcement refuse such service, police documentation as to the date and time of the call for assistance shall suffice. The Madison Police Department self-reporting form shall suffice as "police documentation."
  - c. The maximum amount of reimbursement that the District would provide to an eligible employee is limited to the lesser of two hundred and fifty dollars (\$250), the actual cost of the repair or the actual deductible reimbursement amount.
  - d. In order to receive reimbursement from the District the employee shall subrogate to the District his/her ability to recoup the amount of damages provided to the employee herein and the employee shall provide to the District department of



motor vehicle documentation demonstrating that the vehicle is registered to the employee.

- e. The request for reimbursement shall be filed with the District's Department of Human Resources.

#### C. Restrictions

1. Damage and/or loss due to employee negligence is excluded from the above coverage provisions.
2. The employee was not disciplined or discharged by the District for his/her involvement in the incident that resulted in the damage to the employee's vehicle.
3. Within five (5) of any loss or damage herein, the employee must submit a claim form to the Department of Human Resources for reimbursement: <https://hr.madison.k12.wi.us/files/hr/ppclaim.pdf>

#### D. Cooperation

Employees who receive reimbursement shall cooperate with the District in any and all attempts to recover damages from the student or parents of said student.

For additional information see: <https://board.madison.k12.wi.us/policies/8350>

### 3.44 Training and Development

The District is committed to the ongoing training and development of its employees. Training opportunities will be provided to all employees to promote job performance and to develop career ladder skills.

### 3.45 Tutoring

An employee shall not, during the school year, tutor for pay any student enrolled in the District without the written permission of the Superintendent or designee. No announcements may be made in the school by employees who wish to tutor pupils during vacation periods.

For additional information see: <https://board.madison.k12.wi.us/policies/8241>

### 3.46 Violence in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
  1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  2. Threat: A communicated intent to inflict physical or other harm on any person or property.
  3. Intimidation: Behavior or communication that comprises coercion, extortion, duress

or putting in fear.

4. Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.
  8. Possession of weapons of any kind on District property [please see section 3.43].
  9. Stalking.
  10. Any other act that a reasonable person would perceive as constituting a threat of violence.

- D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete

An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work (e.g. verbal or physical contact or proximity has been prohibited or restricted), shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

- E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is prohibited.

### **3.47 Wellness**

The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. Find more information at: <https://hr.madison.k12.wi.us/wellness-program>

### **3.48 Employee (Whistleblower) Protection**

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

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

These protections are applicable only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### **3.49 Work Made for Hire/Intellectual Property**

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Should an employee develop intellectual property (i.e., written documents, computer software, or other teaching equipment/materials that may be published and/or produced for public sale) during time periods when s/he is being paid by the District and during time periods when such employee is not being paid by the District, the District agrees to waive its rights under the copyright law relative to the property, provided that such employee makes available to the District copies of the property at no cost. This exception does not apply when an employee develops the intellectual property during time periods when the employee is exclusively working on the project while being paid by the District. Under these conditions, the property developed would become the property of the District. Under federal copyright laws, this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with District Legal Counsel.

For additional information see: <https://board.madison.k12.wi.us/policies/8221>

### **3.50 Workplace Safety**

- A. **Adherence to Safety Rules:** All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

- B. **Protection of Staff:** An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to their supervisor or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

Assault Form: <https://safety.madison.k12.wi.us/files/safety/AssaultForm.pdf>

Injury Report Form: <https://hr.madison.k12.wi.us/files/hr/wcinjury.docx>

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

D. **Discrimination**

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under this Handbook and District policy to address the workplace safety issues. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. Stat. § 101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf>

- E. **Weapons Prohibition:** Except as otherwise permitted by this section or Board policy, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§ 120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this provision (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

- F. **Disaster Preparedness:** The District will provide employees with information/training regarding building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

## SECTION 4 GRIEVANCE PROCEDURE



### 4.01 Purpose

The purpose of this section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination, workplace safety, and any violations of Section 5 – Section 19 and Addendum A - Addendum J of the Handbook. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. In work locations where Collaborative Problem Solving Teams have been established, employees are encouraged to seek assistance from such teams to resolve the dispute.

## 4.02 Definitions

1. **Collaborative Problem Solving Teams:** A “collaborative problem solving team” is a building-based team involving a principal/supervisor and an employee representative who have completed the collaborative problem solving training outlined in Section 19.
2. **Grievance:** A “grievance” is defined as any complaint that arises concerning discipline, termination, workplace safety and any violation of Section 5 – Section 19 and Addendum A – Addendum J of the Handbook. A grievance shall be in writing and contain the following:
  - A. the name and position of the grievant;
  - B. a statement of the issue involved;
  - C. the relief sought;
  - D. a detailed explanation of the facts supporting the grievance, including any known witnesses to key events;
  - E. the date(s) of the event(s) giving rise to the grievance;
  - F. the specific policy or rule alleged to have been violated; and
  - G. the signature of the grievant and the date.
3. **Grievant:** A “grievant” may be any employee or group of employees.
4. **Day:** The term “days” means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the grievant is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
5. **Discipline:** Discipline is defined as oral reprimands (where a written record of the reprimand is placed in the employee’s file), written reprimands, suspension and demotion due to poor performance. Discipline does not include performance reviews, work expectations, placing an employee on administrative leave with pay pending an investigation, or performance improvement plans.
6. **Termination:** “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. “Termination” includes nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., for failing to meet the District’s performance expectations, but excludes separation from employment or nonrenewal as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this procedure, termination shall not include, for instance, voluntary retirement or voluntary resignation.
7. **Workplace Safety:** “Workplace safety” means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: safety of the physical work environment, the safe operation of workplace

equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. A grievance can be filed over workplace safety only if:

- A. The safety of at least one employee is involved (as opposed to the safety of students or visitors).
- B. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
- C. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
- D. The individual(s) filing the grievance must propose a specific remedy.
- E. The issue and proposed remedy must be under the reasonable control of the District.

### **4.03 Time Limits**

The time limits set forth in this section shall be considered substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The failure of a District representative to provide a written response to the grievance by the established deadline for such a response operates as and shall be treated the same as a written denial of the grievance. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

### **4.04 Grievance Processing Procedure**

Grievances shall be processed in accordance with the following procedure:

#### Preliminary Step

In work locations where Collaborative Problem Solving Teams have been established, employees are encouraged to seek assistance from such collaborative problem solving teams to resolve the dispute.

#### Step One – Written Grievance Filed with the Supervisor

Within thirty (30) days after the facts upon which the grievance is based are known or should have reasonably become known to the employee, or his/her representative, shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the Executive Director of Human Resources. If the supervisor determines that additional factual investigation is needed or is ongoing and should be completed in order to properly respond to the grievance, the supervisor may extend the time limit for issuing an initial response by giving written notice of such extension to the employee, generally not to exceed fifteen (15) additional days.

#### Step Two – Review by the Executive Director of Human Resources

If the grievance is not satisfactorily resolved at Step One, it may be submitted by the employee, or his/her representative, to the Executive Director of Human Resources within ten (10) days after having received the written answer in the Step One, or in the event no written answer was issued by the supervisor, within ten (10) days of the deadline for providing a written answer. After receipt of the written grievance, the Executive Director of Human Resources or his/her designee will meet with the employee in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting the Executive Director of Human Resources or his/her designee shall respond to the grievance in writing. If the Executive Director of Human Resources or his/her designee determines that factual investigation is needed and should be completed in order to properly respond to the grievance, the Executive Director of Human Resources or his/her designee may extend the time limit for issuing a response by giving written notice of such extension to the employee, generally not to exceed fifteen (15) additional days.

If the grievant's immediate supervisor is the Executive Director of Human Resources, the grievant shall skip Step Two and proceed directly to Step Three if he/she is not satisfied with response of his/her immediate supervisor at Step One (or if no answer is provided in the above timeframe).

The Executive Director of Human Resources or his/her designee shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this procedure and otherwise properly processed as required by this procedure.

### Step Three – Appeal to Impartial Hearing Officer

If the grievance is not satisfactorily resolved at Step Two, the employee, or his/her representative, must notify the Executive Director of Human Resources within ten (10) days after having received the written answer in the Step Two, or in the event no written answer was issued by the Executive Director for Human Resources, within ten (10) days of the deadline for providing a written answer, that the employee requests review by the Impartial Hearing Officer (IHO).

The IHO will be mutually selected by the Executive Director of Human Resources or his/her designee and the grievant/grievant's representative. The selection may include use of Wisconsin Employment Relations Commission personnel or other agreed upon individuals. If the grievant is represented, any costs incurred by the IHO will be shared equally by the District and the grievant/grievant's representative. If the grievant is not represented, any costs incurred by the IHO will be paid by the District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO is responsible for ensuring that he/she is creating and preserving a record of the proceedings that will enable Board of Education review. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The IHO shall decide disputed facts based on "a preponderance of the evidence" standard. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Upon completion of this review and hearing, the IHO shall render a written decision to the administration and the grievant and if applicable the grievant's representative. The IHO may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy.

The IHO may only consider the matter presented in the initial grievance filed by the grievant. The IHO shall have no power to add to, subtract from, or modify the terms of the Board policy or rule that forms the basis for the grievance.

### Step Four – School Board Review



Either party may appeal an adverse determination at Step Three to the Board of Education, by filing written notice appealing the decision of the IHO in the District Office within ten (10) days of the decision of the IHO. The notice of appeal must clearly identify the issues being raised for a decision by the Board. The Board of Education shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. In its consideration of the appeal, the Board of Education's review is limited to the evidence and record presented at the hearing before the IHO, and the decision rendered by the IHO. The Board may affirm, reverse or modify the decision of the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

#### **4.05 Disputes as to Timeliness or Grievability**

If there is a dispute over the timeliness or the grievability of a grievance, the District shall have the discretion to request, and the IHO shall allow bifurcation of the merits of the grievance and any issue(s) regarding timeliness or grievability. In the event of bifurcation of the issues, any decision as to the timeliness or grievability issue shall be appealable to the Board prior to any remand to a lower step of the grievance procedure for a decision and/or a hearing on the merits.

#### **4.06 Exclusive Remedy**

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with the District and they are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

#### **4.07 Grievances Filed by the Executive Director of Human Resources or Superintendent**

In the event a grievance is filed by the Executive Director of Human Resources, it shall be initially filed with the Superintendent according to the deadlines established within Step One of this grievance procedure. If the grievance is not satisfactorily resolved at Step One, Step Two of this grievance procedure is waived and the Executive Director of Human Resources can appeal the decision to Step Three. The Superintendent shall have the role and responsibilities of the Executive Director of Human Resources in Step Three and elsewhere in the process.

In the event a grievance is filed by the Superintendent, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure and the Board shall have the role and responsibilities of the Executive Director of Human Resources in Step 2 and elsewhere in the process. All other notices provided by the Superintendent acting as a grievant shall similarly be filed with the Board President and Board Clerk.

#### **4.08 Waiver of Procedures**

The grievant and the District may mutually agree in writing to waive or modify a step or multiple steps within the procedure, provided that no such waiver or modification eliminates the role of the Board as the final level of appeal that is available in any grievance.

#### **4.09 Grievant's Right to Representation**

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

#### **4.10 Consolidation of Grievances**

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.



# SECTION 5

## PAY PERIODS

### 5.01 Payroll Dates

Administrators, teachers and substitute teacher shall be paid on a monthly payroll. All other employees shall be paid on a biweekly payroll. The payroll dates shall be as set forth in the payroll schedule.

Exempt employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle. Such request shall be made in writing and submitted to the payroll office by August 1. School year employees covered by this provision will have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.

### 5.02 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be emailed to the employee's District email account on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing.

### 5.03 Payroll Deductions

Payroll deductions shall be limited to those required by Board Policy or procedures and by law. For a list of authorized deductions see:

<https://hr.madison.k12.wi.us/files/hr/payroll-deductions.pdf>

### 5.04 Salary Deferrals –Tax Sheltered Annuities (TSA)

Employees, upon written request to the Department of Human Resources, may participate in a group tax deferred annuity program of their choice from plans authorized by the Board of Education and on file in the Human Resources Department. New agents wishing to market tax deferred annuity programs must apply to the Board of Education for authorization to solicit employees. In order to be considered and approved, an agent must be licensed in Wisconsin and maintain an office and residence in the Madison Metropolitan Area or be affiliated with a licensed company with an office located in the Madison Metropolitan Area. The District reserves the right to reject any new company for which additional services are required by such company's operating procedures beyond those provided for companies already authorized. The following rules shall govern said annuity programs:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Authorized agents may contact employee representatives during non-contract time in order to request the scheduling of a work site presentation. An employee representative may arrange for a time and location for said meeting. Such meetings may be held only after the contracted teaching day. Notice of such meetings may be posted in the school office and the employee lounge. Individual mailboxes shall not be used for this purpose.

3. The School District reserves the right to require a minimum total of five (5) participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.
4. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by Human Resources. Completed agreements will be submitted to the Department of Human Resources by the authorized agents.
5. A minimum of ten dollars (\$10) per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of five dollars (\$5).
6. The employee is responsible for computing a legally allowable maximum deposit.
7. There will be ten (10) deductions for employees paid monthly on a ten (10) pay basis, and twelve (12) deductions for those on a twelve (12) pay basis. For employees paid biweekly, a deduction will be made from each paycheck with the exception of those employed on a ten (10) month basis. Such employees will have deductions from each check except the four (4) biweekly payrolls during the summer. The District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
8. Employees transferring into the District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.
9. New enrollments are permitted anytime during the calendar year if the proper form is filed with Human Resources. Forms must be received by the District at least twenty (20) working days prior to a payday in order for deductions to begin.
10. Internal Revenue Service regulations provide that a salary reduction agreement for a tax deferred annuity program must be for a period of at least one (1) year except that this requirement does not apply to the first agreement that has less than one (1) year to run. The District rules for making a change in a salary reduction agreement are as follows:
  - a. No more than two (2) changes in a salary reduction agreement (either an increase or a decrease) are permitted over a calendar year. This may be accomplished at any time during the calendar year but the proper form must be received by the District at least twenty (20) working days prior to a payday on which the change in deduction is to be implemented.
  - b. A salary reduction agreement may be stopped during a calendar year at any time if the proper form is submitted to the District at least twenty (20) working days prior to a payday on which the deduction is to be stopped.
11. If two (2) programs are selected, the salary reduction agreements for both programs must be combined to determine if the total is within the legally allowable maximum deposit.

## 5.05 Marcus Johnson Loan

The Marcus Johnson Fund was established to assist employees who are experiencing temporary financial difficulty. A loan from this fund is available to any employee who is actively working for the District and who has the ability to repay the loan through payroll deduction.

### Conditions

In order to receive a Marcus Johnson Fund loan, an employee must:

1. Be actively at work,
2. Currently have no other active loan outstanding,
3. Currently have no payroll advance outstanding.

### Rules

1. The maximum loan amount is \$200.00.
2. Repayment will normally be \$41.00 per month for five (5) months (\$205.00 total).
3. Accelerated repayment may be requested. The decision to grant an accelerated repayment rests exclusively with the Payroll Supervisor whose decision is final.
4. A maximum of two (2) loans will be allowed per school year (July 1 through June 30).



# **SECTION 6**

## **COMPENSATION AND EXPENSE**

### **REIMBURSEMENT APPLICABLE TO ALL**

### **DISTRICT EMPLOYEES**

#### **6.01 Mileage Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the Budget Planning and Accounting office. Requests for reimbursement should be made in a timely manner and must be submitted during the school year in which the travel occurred.

For additional information see: <https://budget.madison.k12.wi.us/mileage>

#### **6.02 Approval**

Work-related travel by an employee, other than those whose assignment requires regular travel, must be approved in advance by the employee's supervisor.

#### **6.03 Payment**

The employee shall complete the appropriate travel forms and submit them to the District for reimbursement in a timely manner and during the school year in which the travel occurred. Employees who experience parking charges, excluding fines for illegal parking, during the time when they are rendering professional services on behalf of the District, shall be reimbursed in full provided their supervisor has approved the reimbursement in advance.

#### **6.04 Insurance Coverage**

Employees utilizing their automobile in a manner by which they receive reimbursement pursuant to this Section shall file with the Director of Business Services proof of coverage relative to their automobile liability insurance.

# SECTION 7

## WORKER'S COMPENSATION

### 7.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance.

Any employee who is injured on the job should:

1. Report the injury to the Benefits Division of the Department of Human Resources and his/her supervisor/principal within twenty-four (24) hours after the occurrence of the injury or as soon as practicable by completing and submitting the "Employee First Report of Injury Form" (<https://hr.madison.k12.wi.us/files/hr/wcinjury.docx>) and;
2. Seek medical attention, if needed. Injured employees are advised to seek medical treatment as soon as possible after the injury and should have their medical provider(s) complete and submit the "Work Status Report/Medical Services" (<https://hr.madison.k12.wi.us/files/hr/wcstatus.docx>) form to the District.

### 7.02 Benefits While on Worker's Compensation

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

When an employee is in pay status, the employee shall be paid by the District at one hundred percent (100%) of the salary schedule rate he/she was paid prior to such injury, and the District shall retain all Worker's Compensation pay received from the carrier on the employee's behalf. Said pay shall continue for a period not to exceed one hundred and eighty (180) working days for any one (1) such injury or illness. During such period that the employee is receiving pay under the provisions of this Section, he/she shall continue to accrue sick leave credits (if applicable). No employee by reason of this Section shall receive pay for more than fifty-two (52) weeks in any calendar year, provided however, that employee's shall not be entitled to the provisions of this Section during periods when they are not scheduled to be paid by the District. The employee must provide a physician's report substantiating the injury and the District's return to work form must be completed and filed by the physician before the employee returns to work.

**Challenge of Workers' Compensation Claim:** If a worker's compensation claim is contested, the District continues to pay the employee's full salary during the period of disability up to a maximum of the number of work days following the date of the accident equal to the number of sick leave days then accumulated by such employee. If the contested claim is settled in favor of the employee, the provisions specified in the paragraph above are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.

For additional information see: <https://board.madison.k12.wi.us/policies/8421>

## **SECTION 8 RELIGIOUS HOLIDAYS**

The District will allow absence from work subject to the terms set forth below for the purpose of observing religious holidays providing the doctrine of the employee's religion and the employee's religious convictions prohibit the employee from working on such holiday. The employee may elect to utilize any paid leave time available (sick leave, vacation, floating holidays, or accumulated compensatory time) in order to remain in a paid status on such observance day(s). If the employee does not elect to utilize paid leave time, such shall be without pay. The employee shall notify the District of his/her intent to utilize paid leave time (sick leave, vacation, floating holidays, or accumulated compensatory time) when making his/her application as set forth below.

A request for absence for the purpose of observing religious holidays shall be made in writing to the Executive Director of Human Resources at least ten (10) work days prior to the requested absence, except for religious holidays that are celebrated between the first day of school and September 15. In the event of the latter, a seven (7) work days prior notice is required.

## **SECTION 9 JURY DUTY AND SUBPOENAED WITNESS**

Employees called for jury service in any Court of the State of Wisconsin or of the United States or subpoenaed to appear by an officer of the Court and/or summoning of a governmental agency such as Internal Revenue or Draft Board during work days, shall be entitled to leave of absence from his/her position without loss in time or pay for such absence. Such employees may elect to receive the difference between his/her regular normal pay and the amount he/she receives for jury or court service or he/she may elect to use accumulated vacation, holidays and accumulated compensatory time which may be due him/her, in which case he/she shall receive his/her fee for court service plus full pay. The employee will be expected to be absent only as long as necessary.

If during a non-work day an employee is subpoenaed to appear by an officer of the Court and/or summoning of a governmental agency, or is requested by legal authorities to participate in an investigation regarding an incident arising out of his/her employment, the employee shall be compensated by the District for his/her attendance at his/her regular rate of pay when such attendance is related to District employment.

Such proposed leave must be brought to the attention of the employee's supervisor immediately upon notification of proposed jury or court service by the employee.



## **SECTION 10 LEGAL LEAVE**

Employees will be permitted to be absent for two (2) days per school year without loss of compensation for legal reasons, i.e., adoption proceedings, settlement of wills, court actions, real estate closings. The employee will be expected to notify his/her supervisor/ principal at least five (5) working days prior to such absence. The employee will be expected to be absent only as long as necessary.

## **SECTION 11 BEREAVEMENT LEAVE**

An employee shall be granted up to seven (7) days off without the loss of pay for the death of the following members of the employee's and his/her spouse's/designated family partner's immediate family for the purpose of bereavement leave:

1. Father, Mother or stepparent
2. Husband or Wife
3. Child (including foster, step and grandchild)

An employee shall be granted up to five (5) days off without the loss of pay for the death of the following members of the employee's and his/her spouse's/designated family partner's immediate family for the purpose of bereavement leave:

1. Son or Daughter in law
2. Brother or Sister
3. Brother or Sister in law
4. Grandfather or Grandmother
5. Grandfather or Grandmother in law

An employee shall be granted up to two (2) day off without the loss of pay for the death of the following members of the employee's and his/her spouse's/designated family partner's immediate family for the purpose of bereavement leave:

1. Aunt or Uncle
2. Aunt or Uncle in law
3. First Cousin
4. Niece or Nephew

Employees may be absent up to one (1) day for funeral leave to attend the funeral of a close personal friend with such absence charged to the employee's accrued sick leave account.

In extenuating circumstance, requests for any other or additional bereavement leave must be submitted by the employee for approval to the Department of Human Resources. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

# SECTION 12

## PERSONAL AND FAMILY ILLNESS LEAVE

Employees shall accrue personal illness leave pursuant to their job category in the manner described in the Addendums.

The following absences will be without loss of pay provided an adequate balance exists in the employee's sick leave/personal illness account.

- Personal illness.
- Illness in the immediate family (including illness, injury, diagnostic treatment, dental procedures, optician's services, exposure to a contagious disease) requiring the presence of the employee; the term immediate family" in this subsection shall be limited to the following relatives of the employee and his/her spouse's/designated family partner:
  1. Husband or Wife (including designated family partner)
  2. Child (including foster, step and grandchild)
  3. Son-in-law or Daughter in law residing in the employee's household
  4. Father, Mother or stepparent residing in the employee's household
- Serious health condition in the immediate family requiring the presence of the employee; immediate family interpretation of this subsection shall be limited to the following relatives of the employee, the employee's spouse or designated family partner:
  1. Son-in-law or Daughter-in-law
  2. Father, Mother or stepparent
  3. Brother or Sister
  4. Brother-in-law or Sister-in-law
  5. Grandmother or Grandfather

Serious Health Condition as used above means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

1. Inpatient care in a hospital, nursing home, or hospice.
  2. Outpatient care that requires continuing treatment or supervision by a health care provider.
- Absences not covered above may be approved by the Superintendent of Schools.

If available, employees may elect to use vacation or other earned compensatory time to extend their sick leave with pay when such time off is due them and required for the purposes specified above.

**Family and Medical Leave Act:** A designated family partner shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin and Federal Family and Medical Leave Acts provided said individual is otherwise eligible under the Act.

## **SECTION 13**

# **UNIFORMED SERVICES LEAVE**

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

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

1. Army, Navy, Marine Corps, Air Force and Coast Guard
  2. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
  3. Army National Guard and Air National Guard
  4. Commissioned Corps of the Public Health Service
  5. Any other category of persons designated by the President in time of war or emergency
- B. Each approved year of uniformed services leave of absence is credited as a year of experience on salary schedule.
- C. The employee retains his/her Personal Sick Leave Account and Retirement Insurance Account (if applicable) but does not accumulate additional personal illness days.
- D. Upon return from uniformed services leave the employee is assigned to his/her former assignment or a position of like status providing he/she is qualified for said assignment.
- E. Subject to the terms and provisions of the Uniformed Services Employment and Reemployment Act (USERA) an employee drafted or volunteering in the uniformed services of the United States of America, who serves for not more than five (5) years, except as otherwise provided in that Act, shall retain and accumulate his/her seniority rights, provided he/she makes application for re employment within ninety (90) days after honorable discharge. Employees who serve for more than five (5) years, except as otherwise provided for in the USERA, shall retain his/her seniority rights, but shall not accumulate additional seniority for uniformed service beyond five (5) years, provided he/she makes application for re-employment within ninety (90) days after honorable discharge.
- F. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed two (2) weeks in the calendar year for the purpose of attending duly ordered field camps of instruction or schools.
- G. Employees who are called to duty by reason of civil disobedience, disorder or insurrection, shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days.
- H. Employees granted leave under paragraphs F and G of this section, shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the District in an amount equal to the difference.

For additional information see: <https://board.madison.k12.wi.us/policies/8431>

# SECTION 14

## UNPAID LEAVES OF ABSENCE

### 14.01 Medical Leave

- A. Application Procedures: All requests for a medical leave of absence must be submitted to the Benefits Department (<http://hr.madison.k12.wi.us/files/hr/LOArequest.pdf>). Generally, an employee seeking medical leave will be required to fully exhaust any available and accrued paid leave that is available for that purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. A medical leave of absence shall not exceed two (2) calendar years from the date the employee last performed work for the District. Leave may be granted in shorter increments than the above-stated maximum total length, and then reviewed as necessary for a possible extension.
- B. Interaction with Family and Medical Leave Provisions: The term (i.e., length) of any approved medical leave shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.
- C. Benefits During Periods of Time Covered Exclusively by Unpaid Medical Leave:
1. Length of service and other benefits shall not accrue during unpaid medical leave.
  2. The employee may continue insurance benefits during an unpaid medical leave of absence by remitting the full premium amounts to the District. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
  3. During the unpaid medical leave, the employee shall retain any remaining accumulated paid sick leave that was previously accrued, but shall not accrue any additional paid leave during the unpaid leave.
- D. Placement upon Return from non-FMLA Unpaid Medical Leave: An employee returning from a medical leave of absence of one (1) year or less shall retain the right to return to the position he/she formerly held at the time the leave was requested. An employee returning from a medical leave of absence of more than one (1) year shall be placed in the next vacant position for which he/she is qualified. If there is no vacant position at the time the employee is released to return to work, the employee shall have the option to:
1. Be assigned to a substitute position receiving his/her regular salary/wage and benefits until a vacant position for which he/she is qualified becomes available. Every reasonable effort will be made to place the employee in a long-term substitute assignment and/or assignments at the school/location to which he/she was previously assigned.
  2. Choose to go on layoff status.

The employee shall be eligible to return to duty from an unpaid medical leave of absence provided the employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or

refute the employee's physician's certification.

Requests to return to work prior to the designated expiration date of a term of approved unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis, but must always be supported by a physician's certification as described above.

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

#### **14.02 Child Rearing Leave**

- A. **Application Procedures:** The employee shall make written application for an unpaid child rearing leave to the Benefits Department at least 90 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process.
- B. **Duration of the Unpaid Child Rearing Leave:** The maximum length of the leave shall be twelve (12) consecutive months. An employee shall be granted one child rearing leave per child. Child rearing leave shall only be granted for non-school aged children.
- C. **Benefits during the unpaid child rearing leave:**
  - 1. The child rearing leave is an unpaid leave.
  - 2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
  - 3. During the unpaid child rearing leave, the employee shall retain accumulated paid sick leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. **Return from the Unpaid Child Rearing Leave:** The employee shall retain the right to return to the position he/she formerly held at the time the leave was requested.

#### **14.03 Other Unpaid Leave**

- A. **Application Procedures:** All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and granted or denied in District's sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.
- B. **Benefits During Leave:**
  - 1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue insurance during the unpaid leave of absence by remitting the full premium amounts to the District. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall retain the right to return to the position he/she formerly held at the time the leave was requested.



# SECTION 15

## BENEFITS

### 15.01 Flexible Spending Account

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

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

An employee may designate, under the flexible reimbursement plan/cafeteria plan, the maximum for eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year as authorized by the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

### 15.02 Dental Insurance

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

### 15.03 Health Insurance

**Compliance Authority:** The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. nondiscrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

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

applicable part of the Handbook covering such employees.

**Open Enrollment:** Each year, between October 15 and November 15, the District will hold an Open Enrollment Period. During this time, any eligible employee, who does not carry health insurance with the District, may enroll in one of the available District health plans with coverage beginning January 1 of the following year.

#### **15.04 Health Risk Assessment and Biometric Screening**

As part of the District's Wellness Program employees enrolled in the District's health insurance are encouraged to complete an on-line Health Risk Assessment and biometric screening.

For more information see: <https://hr.madison.k12.wi.us/wellness-program>

#### **15.05 Liability Insurance**

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

#### **15.06 Long-Term Care Insurance**

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

#### **15.07 Life Insurance**

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

#### **15.08 Long-Term Disability**

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

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

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute.



## 15.10 COBRA Law Continuation of District Health Plan Participation

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

### 15.11 Designated Family Partners

Unmarried employees are offered an opportunity to designate a single family partner.

For the criteria and procedure to make such a designation see:

<https://hr.madison.k12.wi.us/files/hr/dfp-forms.pdf>

**Family and Medical Leave Act Leave:** A designated family partner, shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin Family and Medical Leave Act and/or the Federal Family and Medical Leave Act provided said individual is otherwise eligible under the Act(s).

**Life Insurance:** The District's group life insurance policy shall enable coverage of designated family partners and their children as dependents in the same manner it is for other staff for purposes of dependent life insurance benefits.

**Health Insurance:** An employee may add his/her designated family partner as their spouse. In such cases, his/her designated family partner's dependent child(ren) may also be added.

If death should occur to an employee who had been actively carrying designated family partner (DFP) insurance, his/her designated family partner and the partner's dependent children, if also enrolled, will continue to receive benefits which are in force at the time of the death of the employee, provided they pay the full premium, until the first of the following occurs:

- a. Eighteen (18) months from the death of the employee; or
- b. The partner elects to discontinue coverage in the District's benefits program.

**Dental Insurance:** Those who have a designated family partner shall qualify for family coverage.

## **SECTION 16 CONFORMITY TO LAW**

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



# **SECTION 17**

## **ADDRESSING HANDBOOK CONCERNS**

If an employee has an issue/concern regarding the application/implementation of the terms of Section 2 or Section 3 of the Handbook the following procedure will be used.

### Step One – Contact Immediate Supervisor

Within twenty (20) days after the facts upon which the concern is based are known or should have reasonably become known the employee shall present the concern in writing to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the concern, with a copy to the Executive Director of Human Resources. If the supervisor determines that additional factual investigation is needed or is ongoing and should be completed in order to properly respond to the concern, the supervisor may extend the time limit for issuing an initial response by giving written notice of such extension to the employee, generally not to exceed fifteen (15) additional days.

### Step Two – Review by the Executive Director of Human Resources

If the employee's concern is not satisfactorily resolved at Step One, it may be submitted by the employee to the Executive Director of Human Resources within ten (10) days after having received the written answer in the Step One. After receipt of the written concern, the Executive Director of Human Resources or his/her designee will meet with the employee in an effort to resolve the issue(s). Within ten (10) days after the meeting the Executive Director of Human Resources or his/her designee shall respond to the concern in writing. If the Executive Director of Human Resources or his/her designee determines that factual investigation is needed and should be completed in order to properly respond to the concern, the Executive Director of Human Resources or his/her designee may extend the time limit for issuing a response by giving written notice of such extension to the employee, generally not to exceed fifteen (15) additional days.

If the employee's immediate supervisor is the Executive Director of Human Resources, the employee shall skip Step Two and proceed directly to Step Three if he/she is not satisfied with response of his/her immediate supervisor at Step One.

### Step Three – Review by the Superintendent/Designee

If the concern is not satisfactorily resolved at Step Two, it may be submitted by the employee to the Superintendent or his/her designee within ten (10) days after having received the written answer in Step Two. After receipt of the written concern, the Superintendent or his/her designee will meet with the employee in an effort to resolve the issue(s). Within ten (10) days after the meeting the Superintendent or his/her designee shall respond to the concern in writing. The decision of the Superintendent or his/her designee shall be final.

## **SECTION 18**

# **HANDBOOK REVIEW/REVISION**

The Handbook shall be reviewed annually for possible revision.

During the course of the school year the District will obtain feedback in the following ways:

1. Develop an online and a paper feedback form where all employees can submit comments anonymously throughout the year regarding thoughts, ideas, challenges and successes with regard to the handbook
2. Monthly labor/management meetings with designated representatives from the employee groups

Taking into consideration the feedback received during the year the District will prepare a draft of proposed revisions.

A Review Committee comprised of 8 District and 8 employee representatives will meet to review the proposed handbook revisions. The employee groups (teachers, substitute teachers, educational assistants, school security assistants, clerical and technical employees, custodians, trades and food service) will determine the employee representatives.

The Review Committee will meet each year, as needed, to review the various proposed revisions in the attempt to reach a consensus on changes, deletions and additions to the handbook.

Revisions on which the Review Committee can reach consensus will be forwarded by the Superintendent to the Board for final approval. On any area where a consensus is not reached, the Superintendent shall make a determination and recommendation to the Board for final approval.

## **SECTION 19**

# **COLLABORATIVE PROBLEM SOLVING**

The District is committed to a collaborative problem solving process in which building based teams are trained, mentored and supported to resolve building-based disputes and problems and foster a collaborative environment. The goal of this process is to support a culture that (1) strongly prefers that problems are resolved at the schools where they occur and before they spread or rise beyond that level; and (2) demonstrates to pupils, staff and administrators that they continue to be valued as individuals and as colleagues. The CPS Teams consist of the building principal/supervisor and employee representatives.

# ADDENDUM A – TEACHERS



# SECTION 1

## PROFESSIONAL COMPENSATION

### 1.01 Salary Schedule

1. The basic salaries of employees covered by this Handbook are set forth in Appendix 1 which is attached to and incorporated in this Handbook.
  - A. Part-time employees will receive the salary set forth in the Handbook in a percentage equal to the amount of their employment.
  - B. The salary schedule is based upon the regular school calendar set forth in this Handbook.

The base shall be Level 6, Track 1. Level 4 shall only be applied Additive Wage and Extra-Duty Compensation.

2. Six Professional Advancement Credits and/or academic credits are required before one may cross an improvement level. Three Professional Advancement Credits and/or academic credits are required before one may cross an incentive level (e.g., level 15 to 16, et al.). An improvement level constitutes the barrier between salary levels, e.g., 8 and 9, 12 and 13 of the salary index.
3. Track 1 (BA), Track 4 (MA), Track 7 (the 6th year or 48 academic credits or second MA if the second MA was earned after 9/1/85), and Track 8 (PH.D., Ed.D., M.F.A.) shall be achieved only on degree evidence presented.
4. There shall be no limitations on the type of approved credits which may be used for Track 2, 3, 5 and 6 or the incentive levels except for nurses whose credits for advancement on the salary schedule must have prior approval from the Health Services Coordinator.
5. National Board for Professional Teaching Standards

Upon submission of evidence of completion, a teacher who completes National Board for Professional Teaching Standards (NBPTS) certification or Master Educator license shall be paid one thousand five hundred dollars (\$1,500) per year above the salary placement. This stipend will cease should the employee fail to retain such certification.

6. Alternative School Credit

Any individual who is reemployed in a regular school program after being assigned to an alternative school, will be given credit on the teachers' salary schedule only if said individual held a degree and teacher certification during the time of alternative experience employment.

7. Academic Leave

A teacher on academic leave will progress on the salary schedule, for up to one year, provided that such is relevant to the teacher's instructional work for the District, there is District pre-approval of the academic content of the teacher's course of study, and that the teacher submits documentation of academic success.

## **1.02 Initial Salary Schedule Placement/Signing Bonuses**

The District has the sole discretion to determine initial placement on the salary schedule.

Social workers, Psychologists, Occupational Therapists, Physical Therapists, Guidance Counselors, and Speech and Language Clinicians shall be placed no lower than the 8th level on the salary schedule.

The District has the sole discretion to provide signing bonuses upon initial hire.

## **1.03 Paydate**

The first day of each calendar month shall be designated as the paydate for all teachers subject to the following conditions.

1. All teachers shall be paid, on the above-referenced schedule, by direct deposit. The teacher's paycheck will be directly deposited into the financial institution of the teacher's choice. For teachers electing the twelve (12)-month pay plan, checks No. 11 and No. 12 will be directly deposited to their financial institution on the last day of June.
2. The first pay day shall be on October 1. When the first day of the month is a Saturday, Sunday, or banking holiday, the paydate shall be the last banking day of the previous month.
3. The paycheck due on January 1 shall be deposited on the first banking day in January.
4. Paycheck No. 10 will be issued the last day of the school year.
5. Extra Duty Compensation earned by the teacher during the pay period shall be itemized separately on each paycheck according to the above-referenced schedule.

## **1.04 Movement on the Salary Schedule**

1. A teacher must earn six (6) professional advancement credits every four (4) years to cross an improvement level (Levels 8 and 12) on the salary schedule and earn three (3) professional advancement credits every two (2) years to cross an incentive level (Level 15 thereafter).
2. All credits for improvement/incentive level purposes are consumed when an improvement/incentive level is crossed; however, all credits earned can be accumulated for horizontal track transfer where such credits can be applied. Credits for improvement/incentive level purposes are consumed when an improvement/incentive level is crossed. Credits in excess of those required for crossing the improvement/incentive level may be banked. All credits earned can be accumulated for horizontal track transfer where such credits can be applied.
3. Evidence of such credits must be received in the Office of the Department of Human Resources no later than 5:00 p.m., October 1 to effect a retroactive adjustment in the teacher's salary for the first semester and no later than 5:00 p.m. February 1 to effect a retroactive adjustment in the teacher's salary for the second semester. For those teachers having the necessary credits on file no later than 5:00 p.m., July 1, the salary adjustment will be reflected in the paycheck received on October 1. Any retroactive

payments due teachers pursuant to this subsection shall be paid in a lump sum.

4. A professional advancement credit may be:
  - a. An academic credit as evaluated by the University of Wisconsin, or
  - b. Such credit as is established by the Professional Advancement Study Committee:  
<https://hr.madison.k12.wi.us/files/hr/pac-committee.pdf>
5. Academic credits in addition to or in combination with professional advancement are accepted for vertical movement on the teachers' salary schedule. Either academic and/or professional advancement credits may be used for track transfer to Tracks 2, 3, 5, and 6.
6. Credits granted on initial employment because of proximity to improvement levels are:
  - a. 4th step schedule placement – six (6) credits (none required)
  - b. 3rd step schedule placement – four (4) credits (two (2) required)
  - c. 2nd step schedule placement – two (2) credits (four (4) required)
  - d. Procedures for advancement on the schedule are the same for between step placements as for the next highest step.

Such "granted" credits may be used for improvement level purposes only and not for horizontal or track transfer purposes.

7. Recommendation that a teacher cross an improvement level of salary schedule is made in accordance with the following:
  - a. The principal or supervisor submits to the Department of Human Resources a review and evaluation of the teacher's performance during the years of employment in the current improvement level bracket, and recommends that the teacher be or not be advanced to the next improvement level bracket.
  - b. When the teacher is not recommended, the principal or supervisor shall notify the teacher by November 15 of the year preceding the issuance of a contract for which the teacher has met all other requirements for attaining a higher improvement level.
  - c. The teacher who is not recommended for advancement to the next improvement level may apply for a hearing before the Board of Education, and the Board of Education conducts the hearing in accordance with the nonrenewal procedures.
  - d. The Board of Education decision is limited to the crossing of the teacher to the next improvement level in question and is not construed as relating to the teacher's right to continued employment at the teacher's attained level.
  - e. When there is no recommendation that the teacher be denied advancement in accordance with the terms and conditions of this provision, she/he shall automatically be advanced.
8. No professional advancement credits or academic credits earned previous to the first day of teaching service in the District are accepted for improvement/incentive level purposes on the salary schedule with the exception of those required or approved by the District during the summer immediately preceding the employee's first day of service under a regular contract with the District.



9. Academic credits earned prior to employment in the District may be accumulated for horizontal transfer placement (track transfer) purposes on the salary schedule.
10. Credit to be acceptable for improvement/incentive level purposes must have a grade of "satisfactory" or "B" or better; a grade of "progress" is incomplete and not acceptable.
11. Credits which a teacher earns during a period of non-employment which follows a resignation are not consumed upon subsequent reemployment.
12. No additional time is allowed twelve (12) month employees to earn improvement level credits.
13. Upon reaching the top of the schedule (Level 15) a teacher on Tracks 1-3 shall be given a one and three-quarters percent (1.75%) increase in salary above the prior incentive level every two (2) years, thereafter providing he/she has a balance of at least three (3) Professional Advancement Credits and receives the recommendation of his/her principal or supervisor. Upon reaching the top of the schedule (Level 15) a teacher on Tracks 4-8 shall be given a two (2%) incentive increase in salary above the prior incentive level every two (2) years thereafter providing he/she has a balance of three (3) Professional Advancement Credits accrued and receives the recommendation of his/her principal or supervisor.
14. A staff member inducted into or volunteering for military service is granted three (3) improvement/incentive level credits for each year of military service; they are consumed upon crossing an improvement/incentive level and can be used for improvement/incentive level purposes only.
15. In totaling days taught for increment purposes, the same method of counting shall be employed as issued by the Business Services Office for State Teachers Retirement reporting.

Schedule increments (Salary schedule level advancements) shall reflect a teacher's year(s) of teaching experience as calculated below. Such shall be either full or half increments and are made annually. Teachers who are passed over for the annual increment because of their failure to earn sufficient credits shall regain proper placement to reflect their years of service at such time as such credits earned are sufficient to warrant new placement. However, in such replacement the teacher shall have no claim to monies lost in the interim. One half (.5) increment is earned by teaching three-tenths (.3) or more time, but less than seven-tenths (.7) for the full school term or by teaching full time sixty (60) days or more but less than one hundred and twenty (120) days. Any combination of tenths and days must equal the limits stated above.

One half (.5) increments are one half (.5) the scheduled increment except at improvement levels where one half (.5) increment becomes two and one-half percent (2.5%) less than the full increment scheduled.

16. Credits from other colleges, especially those on the quarterly basis, are accepted on their rated value as determined by policies of the University of Wisconsin. Credits not acceptable to the University are not acceptable to the District, except in such instances as the Superintendent shall rule them especially applicable and, therefore, acceptable.
17. When the salary of a teacher falls between the stated salaries as listed in the schedule, the teacher shall advance at the regularly scheduled increment except that such scheduled increment shall not permit the passage of unwarranted improvement levels or exceed the final salary on the schedule.

18.The location of improvement levels and incentive levels is shown in "Salary Schedule".

19.Annual written notification of the number of credits required to cross an improvement/incentive level shall be noted on each individual teacher's contract.

## **1.05 Additional Compensation**

### **Additive Wage**

The District can create additive wage positions. These positions are filled at the discretion of the District. However, department members will have the opportunity to express their choice for department chairperson by secret nonbinding ballots which shall be delivered to the school principal.

The current list of positions is:

Learning Coordinator, Department Chairperson, Program Support Teacher, Teacher Leader, Dean of Students, Positive Behavior Intervention System Coach, Student Engagement Coordinator, Principal Designee/Teacher in Charge – limited to one per building

An individual serving in an additive wage positions shall be compensated at the rate of seven percent (7%) of Level 4, Track 1 of the Salary Schedule per year in addition to his/her regular compensation.

When a department exceeds eight (8) full-time equivalent "teachers," the department chairperson will be provided one (1) period of release time daily.

### **Overload**

Any teacher who shall be 1) assigned to teach an additional class beyond the full teaching load of twenty-five (25) hours of classroom instruction or any other combination of assigned regular teaching duties or 2) assigned to teach an additional Carnegie unit class beyond five (5) Carnegie unit classes, shall receive an additional fifteen percent (15%) of his/her regular contract salary for the school year. For classes in addition to the above noted standard but less than five (5) days per week, the extra compensation shall be prorated.

### **School Based Leadership Team**

Members of the teacher bargaining unit who are requested to serve on the School Based Leadership Team, and who agree to meet after their contract day/year, will be additionally compensated at \$20 per hour for such service beyond their contract day/year as such is defined herein.

### **Extended Employment**

Librarians and teachers working on Curriculum, Staff Development, Federal Projects, and professional non-pupil contact positions after school is recessed for the summer and before school commences in the fall according to the official calendar of the District, shall be compensated at one of the following three (3) base rates:

Base 1 is applied to the teacher's first involvement in this program. Teachers so employed shall be compensated at the rate of three hundred and thirty dollars (\$330) per week.

Base 2 is reached after four (4) previous years of service in a position covered by this schedule but not less than a total of sixteen (16) weeks during those four (4) years. For credit in any one (1) year a teacher must have worked a minimum of one (1) week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of three hundred and ninety-three dollars (\$393) per week.

Base 3 is reached after eight (8) years of service in a position covered by this schedule but not less than a total of thirty-two (32) weeks during those eight (8) years. For credit in any one (1) year a teacher must have worked a minimum of one (1) week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of four hundred and fifty-nine dollars (\$459) per week.

The District may adjust these Base Rates but they shall not be lower than the rates reflected above.

### **Teaching a Professional Development Course**

Teachers who do not teach professional development courses as part of their regular duties, but who teach a professional development course that has been approved by the Professional Advancement Credit Committee, will be paid Extended Contract for each hour of instruction, plus one (1) hour of preparation for each hour of instruction, if the course is taught after the teacher's normal work day or during the summer. In lieu of compensation, a teacher may elect to receive one (1) professional advancement credit for each ten (10) hours of in-class instructional time.

### **Class Covering**

1. When it is desirable to have a teacher cover a class assignment to permit another scheduled teacher to be absent for one (1) or two (2) hours, arrangements may be made as follows:
  - a. If the teacher requests such temporary absence from assignment and the principal or supervisor agrees that it is desirable, it is the teacher's responsibility to arrange such staff coverage as may be necessitated as a result of the temporary absence with other teachers subject to the principal's or supervisor's agreement.
  - b. If the administration requests such temporary absence from assignment, the administration may arrange for such staff coverage as may be necessitated as a result of the temporary absence with no time loss to the teacher excused.
2. When it is desirable to have a teacher cover a class assignment in the event another teacher is absent, and the District is unable to obtain a substitute teacher, arrangements shall be made as follows:
  - a. Whenever practical, the principal shall first solicit volunteers from those teachers available to cover the class in question.
  - b. If no teacher volunteers, the principal may assign a teacher to cover the class period.
3. When it is desirable to have a special education teacher cover special education student responsibilities during the special education teacher's regularly scheduled planning time due to the fact that the special education assistant (SEA) is absent, if no teacher volunteers, and the District is unable to obtain a substitute SEA, the principal may assign

a special education teacher to cover the special education student responsibilities normally performed by the absent SEA. Special education teachers covering for an absent SEA in these circumstances shall be paid \$22 for each hour of lost planning time, in addition to the teacher's regular salary.

4. Teachers substituting pursuant to paragraph (1) or (2) or (3) shall be paid \$22 for each hour of such service. No additional compensation, except for the teacher's regular salary, shall be claimed by or on behalf of any teacher receiving compensation pursuant to this provision.
5. Class coverage pay is due for each hour of class coverage in the following situations:
  - a. When a teacher covers another teacher's entire class and loses planning time.
  - b. When a teacher covers another teacher's entire class regardless of whether the teacher loses planning time.
  - c. If the District splits up a teacher's class and assigns those students to two teachers, each teacher will be paid one-half of the class coverage rate.
  - d. If the District splits up a teacher's class and assigns those students to three teachers, each teacher will be paid one-third of the class coverage rate.
  - e. If the District splits up a teacher's class and assigns those students to four or more teachers, none of the teachers will receive additional compensation.
  - f. No additional compensation is due when students remain in their regular class with other students rather than leaving class to attend instruction elsewhere (e.g. reading recovery, strings, TAG, speech and language, OT/PT).
  - g. No additional compensation is due when a teacher teaches his/her regular class and the team teacher is absent, except if the teacher loses planning time.
  - h. All teachers are eligible for class coverage pay when covering the class of another teacher as set forth herein except individuals in positions that receive additive pay.

### **Guidance Counselors for Evening At-Risk Alternative Programs**

Guidance Counselors for Evening At-Risk Alternative Programs performing professional services as authorized by the appropriate administrator shall receive \$22.25 per hour with a minimum of three (3) hours per night.

### **Diploma Completion Program**

Teachers performing professional services as authorized by the appropriate administrator shall receive \$22.25 per hour with a minimum of three (3) hours per night.

### **1.06 Professional Advancement Credits**

The Professional Advancement Credit (PAC) Committee has the responsibility to review professional advancement course, conditions necessary to obtain credits and credits allotted for each course. For the parameters followed by the PAC Committee see:

<https://hr.madison.k12.wi.us/files/hr/pac-committee.pdf>

# SECTION 2 INSURANCES

## 2.01 Dental Insurance

### Eligibility

Teachers who are employed half-time (.5) or more are eligible for dental insurance coverage.

### Contribution

The District shall contribute:

- For single coverage: 90% of the monthly premium cost.
- For family coverage: 90% of the monthly premium cost.

### Resumption

For employees on layoff:

1. Employees recalled on or before August 10 shall not be required to re-enroll in the insurance plan.
2. Employees recalled after August 10 shall have insurance coverage effective September 1 provided the employee completes the necessary forms and delivers same to the Department of Human Resources by or before the last work day in August.

For employees who are given an increase in contract or hours which make them eligible for benefits:

1. Employees who, on or after new teacher orientation day, or on or before the last work day in August, are provided an increase in hours or percentage of contract which makes them eligible for insurance coverage, shall have such coverage effective September 1 providing the employee completes the necessary forms and delivers same to the Department of Human Resources by or before the last work day of August.
2. All other employees who receive an increase in hours or percentage of contract before the new teacher orientation day are expected to complete the necessary forms and deliver same to the Department of Human Resources on or before new teacher orientation day.

Employees returning from leave of absence:

1. Employees who have continued their insurance while on leave of absence shall have resumption of the District's contribution for coverage effective September 1.
2. Employees who have not continued insurance while on leave shall have the enrollment forms mailed to them, by the District, during the month of June and shall deliver same to the Department of Human Resources on or before all staff day in order to have insurance effective September 1.

## 2.02 Health Insurance

### Eligibility

Teachers who are employed half-time (.5) or more are eligible for health insurance coverage.

Teachers new to the District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided completed applications for such coverage are received in the Benefits Department on or before the first day of New Teacher Orientation. For new teachers who submit their application for coverage after the first day of New Teacher Orientation and for teachers beginning employment after the first day of New

Teacher Orientation, such coverage shall be available the 1st day of the month following one (1) month of employment.

A teacher who is employed as an extended long-term substitute and who qualifies for health insurance will have said coverage continue over the summer and for the subsequent school year if he/she is issued a regular contract or is placed as an extended long-term substitute, for the ensuing school year by July 10. Extended long-term substitutes who finish the school year with health insurance coverage through the District and who do not qualify for insurance benefits the following school year will have benefits contributions cease at the end of July.

Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce; or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer, or (5) when the spouse of the employee, who has carried the family health insurance, experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

### **Contribution**

The District currently offers at no cost to the employee the option of membership in one of at least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan and Unity. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the provided HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

### **Termination**

If a teacher holding a regular contract submits a resignation with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.

If a teacher holding a regular contract submits a resignation:

1. during the school year and with an effective date after the end of the school year,
2. submits a resignation effective with the conclusion of the last day of the school year,
3. does not sign a contract for the next school year, health insurance benefits continue through the end of August.

## **2.03 Life Insurance**

### **Eligibility**

Group Life Insurance is available to teachers, including extended long-term substitutes employed half-time (.5) or more effective the first day of the month following the completion of one

(1) month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. A teacher may enroll within one (1) month after becoming eligible for such coverage without having to provide evidence of insurability.

**Contribution**

The District shall contribute eighty-five percent (85%) of the premium for basic coverage for each teacher who opts for coverage in the group life insurance program. The teacher so participating shall contribute any premium payment required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

**2.04 Long-Term Care Insurance**

**Eligibility**

Teachers who are employed half-time (.5) or more are eligible for long-term care insurance.

**Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be deducted on a schedule of premiums from the insurance carrier.

**2.05 Long-Term Disability Insurance**

**Eligibility**

Teachers who are employed half-time or more are eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

# **SECTION 3**

## **TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **3.01 Assignment, Reassignment and Involuntary Transfer**

1. A teacher beginning employment in the Madison Metropolitan School District shall be given a preliminary notification of building and/or position assignment upon employment.
2. The contract for continuing teachers shall have the location of the teaching position they are being offered when it is issued on May 15. This assignment is contingent upon the school population and instructional program remaining substantially unchanged. Additionally, when practical, to provide greater preparation time designed to accommodate the individual needs of the pupil, teachers will be advised as to the pupils assigned to their classes by June 1 of the preceding school year.
3. The Superintendent may, within the first twenty-five (25) school days of the then current semester, unilaterally transfer a teacher because of substantial change in the school's enrollment or substantial program change. Transfers made for any other reason shall be made only for just cause (the best interest of the District shall constitute just cause for such a transfer). Prior to transfers being made within the first twenty-five (25) school days as set forth herein, volunteers shall first be solicited. If the employee volunteering does not meet the percentage of contract necessary for reduction from the grade level (i.e., unit, grade or grade combination e.g.: 1-2) and/or Department or subject (whichever is appropriate) from which the transfer must be made, the District shall transfer the least senior teacher in the grade level (i.e., unit, grade or grade combination e.g.: 1 2) and/or Department or subject (whichever is appropriate) from which the transfer must be made. Any teacher so transferred shall, when reasonably possible, be provided five (5) school days' notice of the transfer unless the teacher waives the notice, or a portion thereof, in writing, and shall be afforded at least two (2) school days in the school to which he/she is transferred to prepare lesson plans prior to assuming the new assignment.
4. The assignment of school nurses, occupational therapists, physical therapists, therapy assistants, speech and language clinicians shall be made in consultation with staff based upon several parameters including, but not limited to, student need, geographic proximity, high school attendance areas, staff preferences and seniority and may include students in private and parochial schools.

### **3.02 Surplus, Vacancies and Transfers**

1. Assignment to Surplus Pool
  - a. A "surplus teacher" is defined as any teacher presently teaching on a regular full time or regular part time contract who has been declared by their principal to be above staff requirements. Surplus declarations shall be made on the following basis:
    - 1) Elementary and Middle Schools  
Teachers shall be declared surplus in the inverse order of seniority except where the



instructional requirements of the school are disrupted. It is understood that in making the necessary adjustment in assignments within a school after declarations of surplus that prior experience, certification, seniority and qualifications of the remaining school staff will be duly considered.

## 2) High Schools

Teachers, within a department, shall be declared surplus based upon inverse seniority as defined in Section 6.03 below, and certification

## 3) Tie in Seniority

When it becomes necessary for a teacher to be declared surplus and those eligible for such declaration have equal seniority, teachers shall be selected for surplus based upon qualifications as determined by the District.

- b. When it becomes necessary to declare a teacher(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare teacher(s) to be Surplus Teachers in the manner as set forth above. The principal shall not be bound to accept the volunteer for surplus.
- c. Declarations of surplus must be made by July 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.
- d. Any teacher(s) declared surplus under the provisions herein shall be provided written notice of same by the date set forth in (c) above.
- e. In the event of a school building being closed, all teachers assigned to the school shall be declared surplus and placed in other positions pursuant to the reassignment process set forth below.

## 2. Reassignment From Surplus Pool

Teachers who have been declared surplus shall declare their preference(s) for reassignment to position(s) for which they are certificated by listing same with as much specificity as the teacher desires, i.e., instructional level, attendance area, school, grade or grade combination, subject area. The District shall review the available vacancies, review the surplus teachers' preferences, seek input from the appropriate hiring authorities and place all surplus teachers. The District shall attempt to assign surplus teachers to vacant positions in accordance with their preference(s). Teachers shall have the right to refuse assignment from the surplus pool to the Evening At-Risk Alternative Programs without jeopardizing their contract recall rights or seniority."

## 3. Job Posting

Once all surplus teachers have been placed, but no later than May 1 of each year, the District will post a vacancy notice for any position that becomes vacant or is newly created that the District intends to fill. Vacancies known as of the last Friday in June will be posted for internal transfer. The District will not post positions it intends to fill by involuntary transfer. Notice of such available positions shall be posted on the District's website and will advise of the date requests for transfers are due. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies occurring after the last Friday in June through the first four (4) weeks of school will not be posted. Teachers shall not be permitted to voluntarily

transfer during this time.

#### 4. Process for Filling Vacancies

Vacancies shall first be filled by teachers who are in the surplus pool. Teachers employed under a provisional DPI teaching license will not be eligible to apply for transfer until they have fulfilled the requirements to have their provisional license converted to a regular Wisconsin teaching license unless they are seeking a transfer to a position that requires the same provisional DPI teaching license.

A teacher who has been placed on a plan of improvement is not eligible to seek a voluntary transfer.

A teacher who applies for a vacant position, prior to the end of the posting period, will be granted an interview for the position. The District has the right to determine and select the most qualified applicant for any position. The term "applicant" refers to both internal candidates and external candidates for the position. The District retains the right to determine the job qualifications needed for any vacant position.

Minimum qualifications shall be established by the "Employer" and equally applied to all persons. Posted positions will be filled on the basis of qualifications as determined by the Employer.

### 3.03 Filling Temporary and Permanent Vacancies

#### 1. Temporary Vacancies

a. Temporary vacancies of a semester or less.

The District may fill a vacancy, created by either (1) a teacher temporarily vacating his/her position for a semester or less or (2) the creation of a temporary position which is expected to exist for a semester or less, with a substitute.

b. Temporary vacancies of more than a semester including a full school year.

If the District determines to fill a vacancy created either: (1) by a teacher temporarily vacating his/her position for a period of more than one semester including a full school year but not more than one school year; or (2) the creation of a temporary position which is expected to exist for more than one semester including a full school year, but not more than one school year, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures have been exhausted, do so with an extended long-term substitute.

c. Temporary vacancies created by medical disability.

If the District determines to fill a vacancy created by a teacher who is medically not capable of returning to work for an indefinite period of time, said vacancy will be filled as follows:

- 1) The teacher's physician will provide notice to the Department of Human Resources as to the projected duration or continuation of the absence.
  - a) If the remaining portion of the teacher's absence is anticipated to be forty-

five (45) school days or less, the position will be filled by a substitute teacher. However, should the total duration be ninety (90) school days or more, the substitute teacher shall be paid salary as if they had been an extended long-term substitute from the date he/she was initially placed in that assignment. All monies already paid to the teacher as a substitute will be offset against any additional salary owed.

- b) If the remaining portion of the absence is forty-six (46) school days or more and the total duration is ninety (90) school days or more, the substitute teacher will continue in the position as an extended long-term substitute with such extended long-term position commencing on the date notice defining the duration of the absence was received by Department of Human Resources from the attending physician, provided such substitute teacher is in, or is qualified by the District to be in, the teacher employment pool. Once eligibility for an extended long-term position is established, for one replacing a teacher who is absent due to medical reasons, the substitute teacher's salary shall be adjusted and he/she shall receive such salary back to the date he/she was initially placed in the assignment, as if he/she had been an extended long-term substitute. Eligibility for benefits shall be communicated to the substitute teacher within seven (7) calendar days from the date the Department of Human Resources receives notice from the physician. Benefits shall commence the first of the month following one month from the date the completed application is submitted to the Department of Human Resources provided said application is submitted in accordance with application procedures.

d. Temporary vacancies of more than one school year.

- 1) If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of more than one school year, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures have been exhausted, do so with a teacher employed under a regular teacher contract.
- 2) This subsection shall not be applicable, however, in situations in which the temporary vacancy of more than one school year is created as a result of an employee who is granted a medical or maternity leave of absence for less than one semester and later extends a non-medical leave into the following school year - e.g., an employee commences a pregnancy leave during second semester and extends a child rearing leave into the next school year. In this case, if the District determines to fill the position for the full school year, the District shall do so with an extended long-term substitute. If the teacher on leave does not return from leave after the full school year, the position shall be filled with a teacher employed under a regular teacher contract. The partial previous semester may be filled with a substitute teacher.

## 2. Permanent Vacancies

a. Permanent vacancies of less than one semester.

If the District determines to fill a permanent vacancy of less than one semester created by the resignation, dismissal, death, a new allocation or other permanent action of a contracted teacher, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures have been exhausted, do so with an extended long-

term substitute.

- b. Permanent vacancies of one semester or more.

If the employer determines to fill a permanent vacancy of one semester or more created by the resignation, dismissal, death, or other permanent action of a contracted teacher, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures have been exhausted, do so with a teacher employed under a regular contract. Teachers hired to work in permanent vacancies of one semester may be employed as extended long-term substitutes provided that the teacher to be employed holds a valid one-year Department of Public Instruction (DPI) license classified as a Special License and Permit (emergency license)

Teachers hired who possess a "Minor Deficiencies License" or a "One-Year License" (license renewal deficiency), issued by the DPI, shall be employed under regular contract.

### 3.04 Resignation

1. The resignation of an employee should be made in writing to the Executive Director of Human Resources for presentation to the Board of Education as early as possible. The sum referenced below is a reasonable estimate of the actual damages caused by late resignation, and shall be accordingly assessed to the employee:
  - a. Resignation after the last day of the school year or the date that individual contracts are due, whichever is later, \$200.
  - b. Resignation after July 1, \$ 250.
  - c. Resignation after August 1 through the subsequent school year, \$ 300.
  - d. Any teacher who resigns without providing at least 30 days written notice prior to the next scheduled day of work (including paid voluntary attendance days) shall be assessed an additional \$ 100.
2. The liquidated damages will be deducted from the employee's last paycheck(s).

### 3.05 Summer School Assignments

#### Wages

"Teachers" employed in the following pupil contact positions: Summer School (including special education teachers supplementing the regular education summer school), Detention Summer School program, Remedial Reading program, Summer Reading Academy, or other programs which require the actual teaching of students, which are not an extension of work performed during the school year, and which occur after school is recessed for the summer and before school commences in the fall, both relative to the school calendar as set forth in this Agreement, shall be compensated as follows:

- (1) Base 1 rate = four hundred eighty six dollars (\$486) per week
- (2) Base 2 rate = five hundred sixty one dollars (\$561) per week

Base 1 is applied to the teacher's first involvement in this program.  
Base 2 is reached after eight (8) years of service in a position covered by this

schedule but not less than a total of thirty-two (32) weeks during those eight (8) years. For credit in any one (1) year a teacher must have worked a minimum of one (1) week in summer school or in covered activities.

These Base Rates shall be determined by the District but shall not be lower than the rates reflected above.

Staff salaried who work in any summer school program shall be compensated for the July 4th holiday, provided they work the weekday before and the weekday following the July 4th holiday.

Music teachers providing instruction in the Summer Music Experience, which is not part of their regular teaching assignment, will be paid an hourly rate of twenty-two dollars (\$22) per hour for work performed during the summer.

### **Hours of Employment**

The hours of employment listed below are to be construed as relating directly to the current salary agreement for summer employment. It is understood that directors of various summer projects may have flexibility in the scheduling and operation of their various activities. The weekly hours of employment are based on thirty (30) hours per week.

Summer School teaching –four and one-half (4.5) hours plus preparation  
Librarians (in school libraries) – six (6) hours

It is recognized that federal or experimental projects may involve unique programs which cannot be covered by the above recommendations. In these cases the recommendations are to be used as guidelines when-ever feasible.

A professional employee may work in more than one program or in consecutive programs, but his/her weekly salary shall not exceed his/her rate as determined by his/her placement on the Summer Employment Salary Schedule.

Other than for absence qualifying for sick leave or for death in the family, a teacher will not be paid for time absent from his/her work unless the nature of his/her responsibilities permits such time to be made up.

### **Filling Positions**

Summer School positions shall be posted for not less than five (5) days before applications for such a position(s) are due. Summer School teachers who are interested in extended employment will complete and return an application. Applications for such employment shall be considered based on a teacher's license, experiences and competencies. Notification of employment shall be provided to current District teachers at least thirty (30) calendar days prior to the commencement of summer school. Notification of assignment shall be provided to the current District teachers at least seven (7) calendar days prior to the commencement of summer school provided there are at least seven (7) calendar days prior to the commencement of summer school at the time the assignment is known.

## **3.06 Extended Contract Compensation**

1. A teacher who is employed after school is recessed for the summer and before school commences in the fall, both relative to the school calendar at his/her regular assignment is compensated by prorating his/her contractual salary from the prior school year for each hour of such employment.

- a. The teacher's regular assignment excludes any position listed on the Extra Duty Compensation Schedule.
2. Any work performed in the summer which is an extension of work performed during the school year, and which by its very nature, cannot be completed by the end of the school year will be compensated as outlined in paragraph 1 above. (Examples include but are not limited to: all work required by extended school year Individual Educational Programs (IEP), state or federally mandated reporting IEP evaluation which have been approved to extend beyond the regular school year, formal program analysis, scheduling, registration, learning coordinators, and staff who facilitate staff development inservices or act as in-house trainers.)
3. Teachers who will be employed after school is recessed for the summer and before school commences in the fall to work with students with disabilities in vocational settings on site in the regular summer school session shall be paid extended contract.

### **3.07 Job Sharing**

Teachers, on a full time regular contract, may elect, based on the District's determination of positions available for job sharing, to participate in such program. Such participation shall be dependent upon the principal and/or supervisor and Director of Department of Human Resources or his/her designee approval.

Teachers, who participate in this program as outlined above, may return to a full time contract when a full time contract vacancy occurs providing there are no teachers on layoff or surplus and the principal/supervisor so approves.

Teachers requesting to participate in job sharing or teachers requesting to temporarily reduce their contract when such reduction results in a job share, will have the District's contribution toward health insurance, dental insurance, and life insurance divided between them, as they decide, provided the teacher is eligible for District contribution toward health, dental, and/or life insurance.

1. A teacher (A) who is in a job share assignment where the teacher also holds another position resulting in the teacher being employed under a full-time contract qualifies for benefits due full-time employees. In the circumstances described above, the individual (B) job sharing with the person described above, if said person holds a contract of 0.5 or greater, qualifies for full-time benefits given that individual (A) qualifies for benefits in a position other than via the job share.
2. A teacher working part-time due to medical reasons is not considered job sharing, provided the teacher submits to the District Benefits Manager rationale for same from his/her physician, and is approved by the District.

Teachers covered by this shall receive a letter explaining the benefit options available to them, and an election form to designate their choice. Said teachers may divide the District contribution between them, e.g., 50%/50%, 75%/25%, 100%/0%.

### **3.08 Part-Time Contracts**

The provisions concerning issuance of teacher contracts apply to all regular part time teachers unless a provision specifically excludes or qualifies the rights of part time teachers.

The individual contracts of regular part time teacher may be adjusted by the Board within the first twenty-five (25) school days of the school year as the need for their services is determined by the District. If the contract of a part-time teacher under regular contract must be reduced, such action shall be of the least senior, based upon the seniority provision contain in Section 6.03 herein. Revisions after such time may be made with the approval of the individual.

Teachers employed under part-time contracts may substitute during time they are not contracted to perform services under their individual contracts.

### **3.09 Temporary Reduction of Contract with Right to Return to Full-Time**

To be eligible to apply for contract reduction under this Section, a teacher must have completed five (5) years of service with the District as a teacher by the time the contract reduction will become effective.

Full-time teachers who wish to work part-time may request to do so for a period of one (1) year, and shall have the right to full-time regular contracts at the end of such period. Requests for part-time contracts must be made in writing to the Department of Human Resources on or before March 1 of the preceding school year.

The percentage of part-time contract requested shall be specified by the teacher at the time of the request. If the District is not able to accommodate the teacher's request, or should said request result in a job share involving the sharing of benefits pursuant to Section 3.06, the District will so advise the teacher by August 15. The teacher may then adjust the percentage specified in his/her request to that which the District has available, or withdraw the request. The District shall consult with the teacher prior to any action to increase the teacher's contract percentage. The teacher's contract cannot thereafter be decreased for the year without the teacher's consent. Any request which would involve job sharing shall be governed by the provisions of Section 3.06 above.

Upon return to a full-time contract, the percentage of contract which had been reduced shall be reinstated for the ensuing school year at the school to which the teacher had been assigned full-time, if such is available. If it is not available, then that percentage of contract will be placed in the surplus pool and the teacher reassigned accordingly. Further, under such condition, the District reserves the right to involuntarily transfer the teacher for his/her entire contract, to another school.

# **SECTION 4**

## **PROFESSIONAL HOURS/WORKDAY**

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

Itinerant, District-Wide as Directed and Teachers Assigned to Doyle Administration Building Teachers assigned across elementary and secondary levels (itinerant), District-Wide as Directed, or assigned to the Doyle Administration Building shall be governed by the same provisions as Middle and High School teachers.

#### **Elementary**

Elementary teachers' work day shall be 452 minutes per day and shall be a continuous time between 7:15 a.m. and 4:15 p.m. Said times include the duty-free lunch period. The District retains the right to post new positions with starting and ending times which may vary from those set forth herein.

The contract day for teachers assigned responsibilities to elementary level programs at more than one (1) elementary school shall conform to the school in which the teacher commenced his/her assigned workday.

Special education teachers who are assigned to non-school sites shall be governed by such hours as the principal shall file with the Director of Special Education concerning their special duties in relation to the normal operation of the site. The length of the special education teachers' normal daily workday shall equal the length of the normal daily workday of regular education teachers and shall be a continuous time between 7:00 a.m. and 5:00 p.m. Said times include the duty-free lunch period.

Except during his/her duty-free lunch period, a teacher is to be in his/her assigned building continuously when school is in session unless excused by the principal. Should a teacher leave the school/worksites during his/her duty-free lunch period, he/she shall first notify the office staff.

The District shall make every reasonable effort to schedule elementary specials teachers in such a manner as to cluster the assignment of sections by similar grade level (i.e., first grades scheduled consecutively, second grades scheduled consecutively, etc.) and to insure that no specials teacher is assigned more than two (2) consecutive hours without a planning period, duty-free lunch or at least ten (10) minutes of non-student contact time.

#### **Middle and Senior**

Middle and Senior High School teachers' work day shall be eight (8) hours per day and shall be a continuous time between 7:00 a.m. and 5:00 p.m. except for alternative programs which may occur outside of these times. The District retains the right to post new positions with starting and ending times which may vary from those set forth herein.

School may be dismissed in middle and high schools prior to the regular dismissal time of students during the regular school day for the purpose of staff development in the middle and high school and parent teacher conferences in the middle school. The Assistant Superintendent must approve such early dismissal. Staff members shall be required to attend such meetings. Every reasonable effort shall be made to conclude such meeting by the end of the regular school day. In the event of an early dismissal under this section, each class in the class schedule shall be shortened by the necessary number of minutes.



Full-time is established as twenty-five (25) hours of classroom instruction or any other combination of assigned regular teaching duties per week. An assignment of an additional Carnegie unit class beyond five (5) Carnegie unit classes would entitle a teacher to an overload pursuant to Section 1.05.

A teacher is to be in his/her assigned building continuously when school is in session unless excused by the principal.

### **Duty Free Lunch**

All teachers shall be provided with a daily duty free lunch period of at least thirty (30) continuous minutes. Teachers shall not be required to work in any capacity for the District during the duty free lunch period. The District may, however, contract with teacher volunteers for services in lunch period supervision. Teachers who volunteer for such lunch duty shall be paid at the rate of \$9.10 per hour with payment being computed in one half (½) hour lots.

## **4.02 Planning Time**

### **Teacher Planning Time – Elementary**

All full-time elementary teachers shall be provided four and one-half (4.5) hours of individual planning time per week during the school day. All such planning time shall be in at least one-half (.5) hour lots.

### **Monday Professional Collaboration Time (Early Release) – Elementary**

The use of Monday Professional Collaboration time will be determined collaboratively at the building level between the principal and the leadership team by the time School Improvement Plans (SIP) are approved for the following year. If consensus is not reached by the time the plan is submitted for approval, the principal makes the final decision.

#### **Monday Professional Collaboration Time will be used for:**

Structured team planning – Three Mondays a month teachers will engage in structured collaborative planning with an established grade level or content team for one hour. Structured means guaranteed planning in which teams of teachers plan their core instruction, including use of instructional materials, strategies, and assessments, and reflect on student progress. For the remainder of these three Early Release Mondays, teachers will engage in individual planning.

#### **Other SIP-aligned activities**

One Monday a month will be used for focused professional development on instructional strategies outlined in the school's improvement plan, individual student or small group problem solving for the purposes of providing timely intervention, and opportunities for staff to review their progress toward established goals.

In months with five Mondays that are workdays, one of those Mondays will be used for additional individual planning time. In months with less than four (4) Mondays, one of those Mondays must be used for SIP-aligned activities as defined above.

### **Professional Collaboration Time (Early Release) - Secondary**

The use of Professional Collaboration Time will be determined collaboratively at the building level between the principal and the leadership team by the time School Improvement Plans (SIP) are approved for the following year. If consensus is not reached by the time the plan is submitted for approval, the principal makes the final decision.

#### **Monday Professional Collaboration Time will be used for:**

Structured team planning – Structured collaborative planning with an established team.

Structured means guaranteed planning in which teams of teachers plan their core instruction, including use of instructional materials, strategies, and assessments, and reflect on student progress.

### **Other SIP-aligned activities**

Focused professional development on instructional strategies outlined in the school's improvement plan, individual student or small group problem solving for the purposes of providing timely intervention and opportunities for staff to review their progress toward established goals.

The balance between structured team planning and other SIP-aligned activities should be approximately 75/25 over the course of the school year.

### **School Nurses**

School Nurses shall have five (5) hours per week, with such being prorated for nurses employed part-time, for planning such things as classroom presentations, resource development and other instructional services. Such time shall be scheduled by the School Nurse; however, such may be interrupted should the Nurse's nursing services be required. If any of this planning time is outside the scheduled building, prior approval from the building principal or his/her representative must be received. Should a nursing emergency occur, and the School Nurse is not present, the procedure established by the administration for such circumstances, shall be implemented.

### **Loss of Planning Time**

A teacher may lose planning time due to schedule changes made necessary as a result of an emergency(ies) or if he/she has voluntarily surrendered such planning time.

## **4.03 Parent Teacher Conferences**

All teachers are required to attend at least two (2) evenings, totaling eight (8) hours, for parent teacher conferences per contract year. The structure of parent teacher conferences will be determined at the school level. Teachers participating in evening parent-teacher conferences will be provided a compensatory day off as designated on the School Calendar.

## **4.04 Attendance at School Events**

Teachers will be expected to attend one family school-wide event that occurs after the normal workday. Whenever possible, teachers shall be given no less than thirty (30) calendar days notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the Principal/administrator. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event. To further promote family, youth and community engagement, teachers are encouraged to attend other school-wide events throughout the school year.

## **4.05 Emergency School Closures**

Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice shall be delivered prior to 6:30 a.m. over radio stations whose broadcast studios are located within the city limits of the City of Madison. Teachers shall be compensated for such day in their regular monthly payroll check. However, if it is necessary to extend the school year to enable the District to qualify for state aid, because of

school being closed due to inclement weather, power failure or other circumstances, the District will increase the length of the remaining school days and/or increase the number of school days as is necessary to meet state standards on the days and hours of instruction.

#### **4.06 School Calendar**

The calendar consists of 192 days. The days are delineated as follows: 4 days of learning/preparation prior to the start of the school year, 1 voluntary day prior to the start of the school year, 4 paid legal holidays (Labor Day, Thanksgiving Day, Martin Luther King Jr. Day and Memorial Day), 4 staff only days during the student school year (to be determined by the District) and 179 other required attendance days. The calendar will also continue to include a two week (10 day) winter break and a one week (six day) spring break.

Four days prior to the start of school will be set aside for staff learning, preparation and collaboration. The content of the days will be determined collaboratively by the principal and the SBLT. Such time shall include collaborative learning that supports and enhances the quality of teaching and is aligned to each school's SIP goals and strategies, room set up, individual and team planning, family communications, scheduling, and records review.

During the school year there will be one (1) full staff only day per quarter. The structure of the day will be determined collaboratively at the building level by the principal and the SBLT. Such time shall include collaborative learning that supports and enhances the quality of teaching and is aligned to each school's SIP goals and strategies.

Teachers new to MMSD will have up to three additional work days prior to the four days referenced above for induction and training. Teachers will be paid their extended contract rate for any such additional days worked.

The last afternoon of the first semester is utilized for recording and reporting days by the teacher. Students are not present.

If there are report cards, the last afternoon of the third quarter is utilized for recording and reporting by teachers at the elementary schools. Students are not present.

Any central office unit employee who is requested by his/her supervisor and agrees to perform professional services on the voluntary day as defined in the school calendar will be granted flex time equal to that of the service performed. The use of flex time must be approved by the individual's supervisor.

For the current school calendar see <https://www.madison.k12.wi.us/calendar>.

#### **Extended Contract Options**

The District has the discretion to create teacher contract positions of up to 212-contract days. Compensation for additional work days shall be at the extended contract rate. For these positions the work year shall be comprised of the regular school year schedule and the additional contract days will be determined by the supervisor in consultation with the teacher. For positions that are currently filled, teachers holding such positions will be notified of the change in the number of contract days for the subsequent school year no later than March 30 and must notify their supervisor of their decision to remain in the position no later than five work days from the date of receiving notice of the contract change. If the teacher chooses not to remain in the position he/she will be factored into the staffing plan or declared surplus, as applicable.

## **Charter School Calendar**

With Board approval, charter schools have the flexibility to create their own school calendar. For current charter schools a decision to change the school calendar shall be made at least one year prior to the proposed calendar change.

# **SECTION 5 SPECIAL EDUCATION**

## **5.01 General Expectations**

Special education teachers are expected to follow all District procedures to develop, finalize and implement Individualized Education Programs (IEPs). [link to spec ed documents](#) Special education teachers (and when applicable, Related Services providers) are expected to case manage the educational program of their students by designing and/or providing specially designed instruction, collaborating with regular education teachers regarding accommodations/modifications, co-planning curriculum/instruction, completing all associated paperwork/documentation within District/legal guidelines, when applicable collaborate with community agencies, and monitor and communicate progress on IEP goals with district and families no less than quarterly.

## **5.02 Training and Inservices**

Staff will be provided with updates to IDEA and District procedures on an annual basis. Required professional development for special education teachers will include CMI training (including recertification), OASYS training and LEA training (including recertification). At the building level, special education team/student services team meetings are required at least monthly. Within the first two years of employment all special education teachers will be required to complete Responsive Classroom and/or Developmental Designs professional development.

## **5.03 IEP Evaluations**

1. Special education classroom teachers in the following areas shall not be required to complete more than the maximum number of Individual Educational Program (IEP) evaluations per school year as set out below:

An IEP evaluation shall include those individuals who are appointed to an IEP team for one (1) or more of the following purposes: IEP Evaluation Team Chairperson, IEP Team participant conducting new testing and/or data collection and submitting a summary of finding report, IEP Evaluation Team participant reviewing existing data and sharing this information at IEP Team meeting.

Teacher

- A. Elementary and Middle School Special Education Teacher - Responsible for a maximum of five (5) IEP evaluations (re-evaluation and initial) for students at their school. Elementary and Middle School Special Education Teachers can be assigned a sixth IEP evaluation (re-evaluation and initial) for students at their school. In such instances, the teacher shall receive compensation at the extended contract

rate at set forth in Section 4.a. below.

- B. High School Special Education Teacher - Responsible for a maximum of seven (7) IEP evaluations (re-evaluation and initial) for students at their school.
- C. Early Childhood (5 year old program) - Responsible for only reevaluations for students assigned to them not to exceed six (6) evaluations.
- D. Occupational and Physical Therapists - Responsible for all reevaluations for students assigned to them. May also be assigned initial evaluations of students enrolled in the therapist's assigned schools and/or students whose home school is one of the therapist's assigned schools up to a combined maximum (reevaluations and initial evaluations) of twenty-four (24) per year.

- 2. The maximum number of individual IEP evaluations shall be prorated for part-time staff in accordance with the limits set above.
- 3. The following professional disciplines or assigned positions shall be excluded from the maximum caps provided in paragraph 2 above:

Audiologists	Minority Student Coordinator
Chapter 1 Teachers	Nurses
Child Find	Program Support Teachers
Counselors	Psychologists
Early Childhood (other than above)	Regular Education
English as a Second Language	Social Workers
Low Incidence (VI, HI, OI) Itinerant Teachers	Speech and Language Therapists

- 4. IEP evaluations which exceed the maximums set out shall be completed as follows:
  - a. First, when requested, the classroom teacher may volunteer to complete evaluations over the maximum. Said teacher shall be compensated at the extended contract rate for actual hours worked. The teacher is not required to complete any IEP initial or reevaluation above the maximum.
  - b. Second, program support staff will complete IEP evaluations up to a maximum number as assigned by the District. IEP Team meetings shall be scheduled at the mutual agreement of all participants. IEP evaluations and re-evaluations will not be scheduled after the contract day unless all affected teachers so agree. Teachers who meet under such circumstances shall be compensated at the extended contract rate. Meetings, not less than biweekly, will occur between each program support staff member and their respective administrator. Said meetings will be for the purpose of reviewing and monitoring the work load of the program s support staff member to ensure that the work load is not unreasonable.
  - c. Third, current substitute and/or part-time qualified special education teachers will be hired at times determined by the District to work on IEP evaluations at the extended contract rate. Any additional time worked under this subsection shall not qualify an employee for any additional benefits.

#### **5.04 IEP Chairperson**

Each school staff, including the principal, the special education administrator, and building staff normally assigned to IEPs will devise a plan within the first three (3) weeks from the commencement of each school year in an attempt to make chair assignments as equitable as possible.

Members of the bargaining unit (excluding PSTs) who serve as a IEP and/or Section 504 (re-evaluation and initial) chairperson shall be additionally compensated at a rate of \$75 per appointment.

#### **5.05 LEA Representatives**

For information regarding LEA representatives see:  
<https://hr.madison.k12.wi.us/files/hr/lea-representative.pdf>

#### **5.06 Compensation for Meetings**

Teachers who participate in an official IEP Team meeting which extends beyond or occurs after the workday to accommodate a parent's schedule shall be compensated at their extended contract rate.

A PST may work a flexible schedule to accommodate IEP meetings, trainings and/or other meetings/events that extend beyond the workday. The PST will work with his/her supervisor to determine the amount of flex time and when the time will be taken.

When IEP meetings are held during instructional time, teachers who are appointed by an administrator as a member of the IEP Team shall be accorded release time.

If an IEP meeting is held during a teacher's duty free lunch, the teacher shall be additionally compensated for the time met during his/her duty free lunch at their extended contract rate.

# **SECTION 6**

## **LAYOFF, POSITIONS AND HOURS**

### **6.01 Reasons for Layoff**

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

### **6.02 Notice of Layoff**

In accordance with the requirements of § 118.22, Wis. Stats, the District will provide notice of nonrenewal if layoffs are required. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats. Pursuant to § 118.22 such notice must be provided on or before May 15.

### **6.03 Selection for Layoff**

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:

#### **Definition of Seniority**

Seniority except as noted below, within the District is established by the total years of continuous service as a teacher in the District under regular contract with such calculation commencing with the first day for which compensation was paid to the teacher by the District followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority. A layoff for up to two (2) years shall not constitute a break in seniority. When a teacher notifies the District that he/she wishes to remain on the recall list and is thereafter recalled, he/she shall retain his/her original seniority date.

#### **Selection**

Such action shall be taken via the inverse order of seniority, as defined above, within the instructional level, grade level or subject area. A teacher, who is identified for layoff as herein set forth shall be permitted to replace (bump) the teacher with the least seniority in a position for which she/he is certificated. A teacher who replaced (bumped) another teacher shall be actually assigned to the position into which the teacher bumped; however, the teacher who bumps in the position shall retain rights to transfer. In lieu of permitting teachers identified for layoff to replace (bump) the least senior teacher as set forth above, the District shall reassign teachers with multiple certification to an existing vacancy or vacancies of the same type of full time equivalency (i.e., full time to full time or part time to part time). Such reassignment shall count toward the full time equivalency reduction in that grade level or subject area. Also, where multiple vacancies exist, such teachers shall be permitted to declare their preferences for reassignment and be treated as surplus teachers.

When teachers with appropriate certification have identical seniority dates, teachers shall be selected for layoff by a random drawing of numbers.

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

Employees who are non-renewed due to layoff and when such nonrenewal results in a reduction in hours will not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced- in- time employees shall be treated as part-time employees under this Handbook.

## **6.05 Reemployment Process**

**Reemployment Period:** Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twenty-four (24) months after the employee's last day of work with the District unless said teacher thereafter affirmatively notifies the District annually by May 1 that he/she wishes to remain on the recall list.

**Reemployment Obligations:** Any additional employment by the District following a nonrenewal under this section will be first offered to those previously laid off in the order of seniority of those on layoff status, should they still wish to resume employment in District provided they hold proper certification for the position. When teachers with the same seniority are laid off as referenced, recall shall then be in the reverse order.

An academic "overload" assignment must first be offered, on the basis of seniority, to those teachers on layoff who hold certification appropriate to teach classes contractually provided for as "overloads". The acceptance of such a position, if less than full time will not negate the individual's right to recall to a full time position. Overloads as a result of study hall assignment will not be offered to persons on layoff unless there are more than two (2) such study hall assignments (.40 FTE) in any high school.

Teachers shall have the right to refuse assignment from layoff to the Evening At-Risk Alternative Programs without jeopardizing their recall rights and Unemployment Compensation benefits. The District shall have the option, based upon the needs of the District, to increase the percentage of contract of those currently employed under part time contract or to assign teachers on layoff under such circumstances.

Of those teachers on layoff status, a full time teacher may refuse any offer of employment as a teacher with the District at less than a full time contract and still retain recall rights for future offers of employment. If a full time teacher accepts an offer for a part time position, said acceptance does not negate that individual's right to recall to subsequent full time positions. A part time teacher on layoff may refuse any offer of employment as a teacher with the District on a full time contract basis and still retain recall rights for future offers of employment. However, a part time teacher on layoff who refuses any offer of any part time employment as a teacher with the District forfeits all recall rights for future offers of employment. A full time teacher on layoff who refuses any offer of any full time employment as a teacher with the District forfeits all recall rights for future offers of employment. However, a full time teacher on layoff may refuse any offer of employment for teaching positions in certification areas in which he/she has not taught during the last three years and still retain, via this Reemployment Procedure, rights for future offers of employment.

Any summer school/night school position occupied by a laid off teacher shall not in any way affect that teacher's right to recall hereunder.

Teachers who get recalled to positions which were formerly held by teachers on sabbatical leave or medical leave of absence will be placed in the surplus pool for reassignment should the teacher on such a leave return to teaching after the expiration of his/her leave. Should the



teacher temporarily vacating the position not return to his/her former assignment, the teacher reemployed from the layoff list who fills such assignment shall continue in that assignment.

A teacher, while on layoff, may, at his/her option, be placed in the substitute pool.

### **6.06 Insurance Benefits Following Nonrenewal**

An employee on layoff may continue group health and dental insurance coverage available by the District during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

Teachers who have been enrolled group life insurance coverage shall be able to continue such coverage, on a self-pay basis, when on a layoff.

# **SECTION 7**

## **TEACHER SUPERVISION AND EVALUATION**

1. A staff member's effectiveness as a professional employee shall be evaluated by a District administrator and/or his/her designee. Bargaining unit members will not evaluate fellow bargaining unit members.
2. Any written response by the teacher shall be made a part of the original evaluation report and shall remain in the teacher's evaluation file in the Department of Human Resources. Staff members will be requested to sign the evaluation as completed by the administrator and they will be provided a copy for their records. The teacher's signature does not indicate approval, but merely that it has been reviewed. The administrator and the staff member shall jointly review the evaluation. A staff member may request representation during this review.
3. Evaluation Timetable:
  - a. Probationary Teachers shall be evaluated not less than their first year and every third year thereafter, by May 25.
  - b. Non-probationary Teachers shall be evaluated not less than every third year by May 25 for the year the evaluation is applicable.
  - c. During a school year in which an issue of the employee's continuing employment status is raised by the commencement of nonrenewal proceedings pursuant to Section 8.01 below, an evaluation shall be completed and the employee will be notified no later than May 1 of the then current school year.
  - d. The evaluator(s) may file, and the teacher may request, a special evaluation at a time other than the specified times for evaluations.
4. All evaluations become part of the staff member's permanent file in the Department of Human Resources.
5. Teachers for whom the State of Wisconsin has adopted the Educator Effectiveness model shall be evaluated using such model. Walk-throughs and deep dives are processes to collect school-wide data to monitor implementation of a school's improvement plan. The evidence collected for teacher evaluation occurs outside of those processes.
6. Teachers not currently covered by the Educator Effectiveness model are evaluated using the criteria identified below. The District retains the right to develop new evaluation tools. The District will orient all teachers regarding evaluation procedures and instruments. If an instrument is changed, all affected teachers will be reoriented.
  - a. Social Workers, Nurses, Guidance Counselors, Occupational Therapists, Program Support Teachers, and Physical Therapists, Psychologists: professional knowledge/development; assessment/evaluation effectiveness; intervention/consultation effectiveness; organization and management; and communication skills.
  - b. Speech and Language Clinicians: professional knowledge and development; assessment and evaluation effectiveness; consultation effectiveness; scheduling/time management; effectiveness of program therapy; and communication skills.

- c. Library Media Personnel: Professional Knowledge/Growth/Interest; Assistance to, Rapport with, and Control of Students; Assistance to and Rapport with Staff; Techniques/Strategies for Teaching; Library Media Materials Collection, Development and Management; Library Media Technology Development and Management; Library Media Staff Management; and Effective Management of Total Library Media Program. In schools with Department Chairpersons, only the Department Chair shall be evaluated on Effective Management of the Total Library Media Program.
- d. Brailist, Hearing Impaired Interpreter, Therapy Assistant: Job Competence; Motivation; Reliability; and Interpersonal Skills.

# **SECTION 8**

## **DISCIPLINE, TERMINATION AND NONRENEWAL**

### **8.01 Standard and Process for Nonrenewal for Teachers**

1. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for failing to uphold the performance expectations associated with the position as determined by the District. These reasons shall not be arbitrary and capricious.
2. Non-Probationary Employee: A non-probationary teacher may only be non-renewed for just cause.
3. Before May 1, the Board of Education or its designee shall inform the teacher in writing if the Board of Education is considering nonrenewal of the teacher's contract. The notice shall outline the rationale upon which the consideration is based and indicate that the teacher may have a private conference with the Board of Education if a written request is filed with the Board within five (5) days of receiving the notice of consideration for nonrenewal.
4. On or before May 15 of the school year for which the teacher holds a contract, the Board of Education shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing year.
5. A nonrenewal for performance reasons shall be subject to the grievance procedure provision of Section 4 of this Handbook.

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

1. A teacher employed under regular contract will serve a three (3) year probationary period. Service under a regular contract while holding a provisional DPI teaching license does not satisfy the probationary period.
  - a. A contract of less than two-tenths (.2) shall not count as service of the probationary time required to be served under this section.
  - b. A contract of two-tenths (.2) to four-tenths (.4) shall count as one-half (1/2) year of service as a probationary employee.
  - c. The probationary period for a teacher employed under a contract of two-tenths (.2) to four-tenths (.4) at any time prior to completion of their probationary period shall end on the last day of the school year following accumulation of a total of three (3) years of service.
2. A teacher who leaves District employment for three (3) school years or more, and is re-employed by the District as a teacher, must again serve the above-referenced three (3)-year probationary period. A teacher who leaves District employment for less than three (3) years, and is re-employed by the District as a teacher, must serve a one (1) year probationary period.

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

1. A probationary teacher may be issued a verbal or written reprimand for reasons that are not arbitrary and capricious.
2. Except as provided in paragraph one above, no teacher shall be disciplined or terminated without just cause.
3. The District has the discretion to determine the level of discipline imposed based on the seriousness of the offense, up to and including:
  - a. A verbal or written warning, which does not constitute discipline but is meant to provide clarification, guidance and feedback that future instances of a similar behavior will result in discipline
  - b. A written or verbal reprimand to be placed in the employee's personnel file
  - c. A suspension, with or without pay, for a specified number of days
  - d. Termination
4. Such discipline, suspension or termination shall be subject to the grievance procedure provisions of Section 4 of this Handbook.

### **8.04 Termination of Teacher During the Contract Year**

1. If a teacher is recommended by the Superintendent for termination, the teacher shall be notified, in writing, of this action. Such notification shall include the charges forming the basis for the recommendation.
2. The teacher shall have the right to request a hearing before the Board of Education. The request for hearing shall be filed no later than ten (10) days following receipt of charges from the District. The matter shall then be heard by the Board of Education within twenty-one (21) days of the teacher's request for hearing. This time requirement may be extended in writing by mutual agreement among the parties.
3. The teacher shall have the right to be represented, to confront and cross examine all witnesses against him/her and the right to present witnesses and evidence in his/her own behalf at the hearing. The hearing before the Board of Education shall be closed unless a request for an open hearing is made by the teacher.
4. Any adverse decision by the Board of Education shall be subject to the grievance procedure provision of Section 4 of this Handbook.

### **8.05 Representation**

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

from removing an employee from the work place if immediate action is required.

### **8.06 Disciplinary Materials**

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

## **SECTION 9 PROFESSIONAL GROWTH/CONFERENCES**

### **9.01 Professional Development Expectations**

All teachers are expected to engage in independent and active efforts to maintain high standards of individual excellence. Such efforts include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy.

### **9.02 Conferences**

The District recognizes the importance of improving the professional and administrative functions of a staff member through his/her attendance at a professional meeting in his/her respective field.

Requests for attendance may be approved upon supervisor recommendation. Expenses considered germane to attendance that may be reimbursed by the District are:

- a. Registration
- b. Travel
- c. Lodging
- d. Meals
- e. Gratuities
- f. Miscellaneous, as itemized

A staff member who requests attendance at a professional meeting in his/her field of teaching and pays his/her own expenses may be permitted to attend without loss in pay providing a suitable substitute teacher is procured.

A staff member who is invited on an honorarium basis to attend a professional meeting for the purpose of being a participant on the official program does so with loss of pay and without expense reimbursement.

- a. When appearance on a program is incidental to attendance at a professional meeting in the teacher's field, the teacher pays his/her expenses but does not lose pay.

# **SECTION 10**

## **LEAVES/ABSENCES**

### **10.01 Sick Leave**

A new teacher employed under a regular contract shall be advanced nine (9) days sick leave at the time of hire with one (1) additional day being contributed to the sick leave bank. A teacher who has had sick leave advanced under this provision shall not be able to earn sick leave during the first year of employment. Thereafter, sick leave is earned at the rate of one (1) day per payroll period for each teacher provided that the teacher receives pay for one half (.5) or more of the days included in the payroll report period. Sick leave is not advanced. Teachers on a 212-day contract year shall earn an additional day of sick leave per the terms of this paragraph for their additional work days.

Sick leave may not be used prior to the time it is earned, unless approval is obtained from the Superintendent. If the Superintendent approves the advancement of sick leave, such sick leave is vested only upon completion of the contract year. Any employee whose employment ceases will be credited only with those days earned at the time employment ceases. Days used in excess of those earned will be deducted from the employee's final paycheck.

A teacher employed as an extended long-term substitute earns one (1) day of sick leave per month of pay. Said day is earned when one works within a pay period. Days earned and unused will be carried forward and deposited in his/her personal sick leave account should a teacher so employed continue to be employed under a regular contract in the following school year or another extended long-term substitute assignment in the following school years, provided the teacher remains employed by the District.

Staff members employed to teach at least four (4) weeks during summer school sessions will earn one (1) day sick leave. Staff members working Extended School Year (ESY) contracts as part of the High School Transition program requiring 30 or more hours/week, shall earn one (1) sick leave day for each four (4) week period served. This shall be cumulative with their regular sick leave. Staff members who teach in the six (6) week summer school session or ESY as defined above, may use sick leave accumulated during the regular school term during the summer. However, a day of sick leave during the summer shall consume a full day of accumulated sick leave. No other summer employment qualifies for sick leave benefits.

### **10.02 Medical and Dental Appointments**

#### **Teachers**

There will be no deduction from a teacher's personal sick leave account for absences due to medical or dental appointments which cannot be scheduled outside the contract day and are less than or equal to two (2) hours in duration, provided at least one (1) of the hours of absence occurs during the teacher's planning time. The teacher shall notify the school principal at least three (3) working days prior to such absence, except in cases of emergency in which case the teacher shall notify the school principal as soon as possible.

#### **Teacher Bargaining Unit Members Not Assigned Regular Classroom Teaching Responsibilities**

For those members of the teacher collective bargaining unit who are not assigned regular classroom teaching responsibilities (e.g., counselors, social workers, psychologists, nurses, et

a), there will be no deduction from a teacher's personal sick leave account for absences due to medical or dental appointments which cannot be scheduled outside of the contract day and are less than or equal to two (2) hours in duration. The individual shall notify the school principal at least three (3) working days prior to such absence, except in cases of emergency in which case the individual shall notify the school principal as soon as possible.

### **10.03 Sick Leave Bank**

Sick Leave Bank, hereinafter referred to as SLB, is defined as a reserve of sick leave days, beyond any individual accumulations, which is deposited by teachers for use by any eligible teacher as defined herein, during periods of extended disabilities.

- a. Eligibility: Participation in the SLB is mandatory for all teachers. Teachers who are returning to teaching in the District after a separation will participate in the SLB. Sick leave deposits made by part-time teachers shall be on a prorata basis. However, such deposits shall be accounted for in the SLB on a full-term basis. Teachers on approved leave shall not be assessed sick leave for deposits in the SLB.
- b. Balance: The minimum SLB balance for the first year of operation shall be established by the rules governing initial deposits into the SLB as described herein. The maximum SLB balance shall be equal to six (6) days per teacher.
- c. Deposits:
  1. Three (3) sick leave days per teacher, as defined above, shall be deposited in the SLB upon the establishment of said bank. Annually thereafter, on February 1, one (1) sick leave day per teacher shall be deposited in the SLB until the maximum SLB balance as defined above is reached. Such deposits cease when said balance is reached to the nearest one (1) year deposit. When the SLB drops below the minimum balance as defined above, one (1) sick leave day per teacher shall be deposited into the SLB.
  2. The above-mentioned deposits shall be made from each teacher's "accumulated" and "earned" sick leave days. Sick leave days which are deposited in a manner set forth above are nonrefundable. Except as provided below, upon death or resignation of a teacher, eighty percent (80%) of said teacher's unused Personal Sick Leave Account (PSLA) and Retirement Insurance Account (RIA) shall be deposited in the Sick Leave Bank (SLB).
    - a) The value of the unused PSLA and/or RIA of a teacher who dies after reaching age 55 but before retirement and at the time of death has a spouse working for the District, shall be held in a separate account and will be accessible to such teacher's surviving spouse when he/she retires from District employment.
    - b) A teacher who resigns who has unused PSLA and/or RIA shall have his/her unused PSLA and/or RIA deposited in the SLB if the teacher does not return to the District within twelve (12) months of his/her termination of employment.
- d. Withdrawals:
  1. Teachers may request the use of sick leave days from the SLB for any medically approved personal disability as defined herein for which the teacher is expected to be off work for more than eleven (11) consecutive work days. One's return to work of no more than one (1) day's duration shall not count as a break in absence for determining the eleven (11) work day eligibility period.



2. Teachers may also request the use of sick leave days from the SLB for a serious health condition, as defined in Section 12 of this Handbook, of a member of the teacher's immediate family as defined in Section 12 of this Handbook for which the teacher is expected to be off work for more than eleven (11) consecutive work days. One's return to work of no more than one (1) day's duration shall not count as a break in absence for determining the eleven (11) work day eligibility period for this provision.
  3. Before receiving sick leave day(s) from the SLB under subsection d, paragraph 1 or 2, however, such teachers must first have exhausted their individual PSLA or utilized fifty-five (55) days of sick leave from the PSLA, whichever comes first. Requests for use of sick leave from the SLB shall be made in writing by the teacher when capable and/or his/her representative to the Benefits Manager of the Madison Metropolitan School District and shall be accompanied by said teacher's doctor report identifying the teacher's disability and the anticipated length of such disability. Withdrawals under subsection d, paragraph 1, shall not exceed forty-four (44) consecutive work days. Withdrawals under subsection d, paragraph 2 shall not exceed ten (10) work days.
  4. The Benefits Manager of the District shall notify the teacher on a timely basis if his/her SLB withdrawal request has been approved or disapproved.
- e. Appeal Procedure:
1. A SLB withdrawal request which is denied by the Benefits Manager may be appealed to the Superintendent by the teacher so denied or if the teacher desires, by his/her representative on behalf of said teacher.
- f. Notification and Reporting:
1. A copy of any denial by the Benefits Manager or the Superintendent as described above shall be sent by the Benefits Manager to the teacher so denied at the time of such denial.
- g. The Department of Human Resources shall administer the SLB per the terms set forth herein.
- h. Teachers who return to work with the approval of the Department of Human Resources from a medical leave of absence and who suffer a relapse directly related to the original medical disability within ten (10) working days of their return to work may use sick leave days from the Sick Leave Bank without requalifying provided that:
1. Such teachers have exhausted their individual Personal Sick Leave Account;
  2. Such teachers provide the District at the time of the request with medical certification from their physician that the relapse is directly related to the original medical disability.
- i. Approved withdrawals from the Sick Leave Bank resulting from a relapse directly related to the original medical disability shall be added to withdrawals taken for the original disability, and the total shall not exceed forty-four (44) days.
- j. Certain employees may have medical conditions which require intermittent time off work. A teacher under such circumstance who has exhausted his/her PSLA, has already accessed the sick leave bank under the conditions set forth herein and is in need of intermittent medical treatment, causing or requiring his/her absence from work may wish

to access benefits under the sick leave bank on an intermittent basis. In such situations, the District shall meet with the employee and confer regarding the application of sick leave bank benefits to such individual.

#### **10.04 Personal Leave**

Five (5) personal leave days shall be permissible as follows:

Teaching personnel will be permitted to be absent from school responsibilities for any purpose without pay. Such absence will be in at least one-half (1/2) day increments and shall be for a reason which necessarily cannot be met outside the school day.

The teacher will be expected to notify the school principal at least three (3) working days prior to such absence. Personal leave will not be granted during the first or last two (2) weeks of any semester except under extenuating circumstances which may be approved by the Superintendent.

Paid Personal Leave Day Earned: Teaching personnel will be permitted to be absent for one (1) day per year (out of the five (5) days listed above) from school responsibilities without loss of compensation, provided such day is available in their Personal Sick Leave Account. The personal leave day when used shall be deducted from the PSLA account of the employee.

Personal Leave Notification: Requests for personal leave should be made three (3) working days in advance of taking such leave, except in the case of an emergency.

Personal Leave Day Restrictions: Personal leave days shall not be used to extend a holiday, vacation, teacher convention, or school recess period. However, the principal and/or his/her designee may grant an employee a personal leave day before or after a holiday, vacation, teacher convention or school recess period in an emergency situation, such as cancellation of a return flight due to weather or other situations beyond the employee's control. The personal leave day will not be granted the first or last week of a semester or after April 23 without the approval of the Superintendent.

Total Number of Employees on Personal Leave:

Elementary Schools: No more than two (2) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the two (2) employee limit.

Middle Schools: No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the three (3) employee limit.

High Schools: No more than four (4) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the four (4) employee limit.

#### **10.05 Sabbatical Leave**

The Board of Education budgets \$45,000 for sabbatical leaves for teachers for the purpose of advanced study and research.

Said individuals shall have served at least five (5) consecutive years in the District in order to establish service eligibility for sabbatical leave.

Either one (1) year's leave at half pay or one semester's leave at full pay may be granted.

The recipient of a sabbatical leave must agree by contract to return to the District and render at least two (2) full years of service following the sabbatical leave, or to repay the sabbatical leave fund amounts received as stipulated in the contract. Teachers who receive sabbatical leaves will be permitted to return to the position held at the time the leave was granted.

Application for sabbatical leave shall be made to the Sabbatical Leave Committee consisting of three (3) appointees by the Superintendent, three (3) appointees by the President of Madison Teachers Inc., and a seventh who is mutually selected. The Committee shall carefully consider the value to both the teacher and Madison school district of the proposed study and/or research. The Committee's decision(s) as to the recipients of such leave shall be final.

If a recipient of a sabbatical leave receives income from employment or from scholarship aid or emolument funds from other sources during the time he/she is on sabbatical leave, the Board of Education shall reduce the sabbatical leave payments, otherwise payable, by an amount equal to such income to the extent when such income, when added to the sabbatical leave payments, exceeds the salary which the recipient would have received if he/she had signed an individual teacher's contract for full time employment.

The recipient will advance via yearly increments while on Sabbatical Leave.

#### **10.06 Excused and Unexcused Absences**

Teachers, upon request, will be granted time to participate in their child's/children's parent-teacher conference provided the referenced child's teacher(s) does not offer evening parent-teacher conferences. Requests shall be made to the teacher's supervisor at least three (3) days in advance of the requested time off. The teacher will be responsible for arranging the covering of his/her class.

If school is in session, a teacher is not paid for an absence the teacher claims was caused by inclement weather. The Superintendent may review on request circumstances and conditions involved in all such cases.

A teacher is to remain on the job until school officially recesses before a vacation.

A principal may excuse the teacher who has no assigned responsibilities involving the teaching or supervision of students the last hour of the school day.

A teacher is not paid for time away from his/her assigned responsibilities to officiate or judge school or other contests or meets unless such activity is part of and contributes to the school program and the teacher absence is approved by a Chief of Schools.

# SECTION 11

## POST-EMPLOYMENT BENEFITS

### 11.01 Teacher Emeritus Retirement Program (TERP)

#### Guidelines for Operation

1. The program shall be completely voluntary.
2. The Eligibility Factor for a teacher to participate shall be the participant's age and total service to the Madison Metropolitan School District, including annexed districts, totaling at least seventy-five (75) or total service to the District of at least thirty (30) years.
3. Teachers must be at least 55 years of age by August 30 or total service to the District at least thirty (30) years prior to participation in the program in order to be eligible. Up to ten teachers may retire per year under part-time contracts, if these teachers are otherwise eligible and have worked full-time within the last ten years. The purpose of this latter provision is to allow teachers to participate in "phased retirement" without losing their benefits herein.
4. Participants must enroll, by signing an agreement form provided by the District, by February 15 of the year he/she wishes to begin participation in the program, with termination of their current individual teacher contract effective at the end of the then current school year in which they wish to begin participation in the program. Insurances will be paid on the basis provided herein through August 31. Thereafter insurances shall be paid, at the option of the teacher, from their accumulated personal illness leave, so long as such has a balance.
5. Said program is subject to all applicable laws or judicial findings.
6. In the event of the death of a participant, the benefits under this program shall cease at the end of the pay period in which death occurs.

#### Operational Criteria

1. Compensation, under the program shall be considered a retirement benefit and shall be paid monthly, by the District, to the participating teacher. Payment shall be made only for the duration of the teacher's participation in the program and shall cease upon the employee's death or exhaustion of funds.
2. Compensation shall be calculated as specified below:
  - A. Retirement Remuneration Benefit Duration
    1. The District shall pay all eligible retirees the sum of nineteen percent (19%) of the eligible retiree's highest annual salary per year. The District shall pay all eligible employees the amount set forth above for three (3) years.
    2. Payment of compensation set out in this section shall commence October 1. Payments shall be made in equal monthly installments over the course of the election year.

- B. Accrued Personal Illness Leave – Accrued personal illness leave shall be used to continue insurance premium payments by the District as set forth herein.
  - C. Section 125 Plan for Payments: The District will create or amend its section 125 plan to require teachers participating under TERP to participate in the District's section 125 plan. Before July 1st following retirement, and annually thereafter, (until exhaustion of the retiree's TERP benefit), each eligible retired employee shall elect, under the section 125 plan, between cash (as outlined above in Section 2-A-2) and/or eligible flexible spending account benefits. The retiree shall be responsible for any applicable employee taxes that arise under the implementation of this benefit.
3. Such funds as noted above shall then be distributed, in whole or in part, at the option of the participant, directly to the participant or through direct deposit.
  4. Participants in the Teacher Emeritus Retirement Program shall be eligible for participation in the Group Hospital and Surgical Insurance Program, Life and Dental Insurance Programs as set forth in this Handbook. Teachers and their spouse, regardless of whether both are employees, may elect separate single plans under the above with the premium for both individuals paid from the above-noted funds.
  5. The individual may elect to substitute in the District. Such service shall have no effect on the individual's participation in this program.

## **11.02 Retiree Health Insurance**

Retired teachers may continue with the Health Insurance Program provided they are fifty-five (55) years of age or older at retirement or under age fifty-five (55) and eligible for TERP, and pay one hundred percent (100%) of their premiums. Premiums will be paid from the teacher's accumulated personal illness leave until such is exhausted.

Retired teachers, upon reaching Medicare eligibility, may enroll in one (1) of the Medicare Supplement Options available through the Health Insurance Provision. Premiums are paid by the retired teacher. Premiums will be paid from the teacher's accumulated personal illness leave until such is exhausted.

## **11.03 Use of Accrued Personal Illness Leave for Insurance**

### **a. Use of Balance**

1. PSLA Balance: Teachers who are over fifty-five (55) years of age upon retirement and are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of two hundred (200) days, computed at the teacher's prevailing daily rate in effect at the time of the teacher's retirement. Teachers who meet the eligibility standards set forth above shall also receive the equivalent value of up to fifty percent (50%) of their accumulated unused sick leave credits in excess of two hundred (200) days computed at the teacher's prevailing daily rate in effect at the time of the teacher's retirement.
2. Use of Funds in on Retirement: These funds will be utilized to pay the full premium of the teacher's continued participation in the life, long-term care, dental, hospital,

surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

- (a) Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; (3) transfer to their spouse's District coverage, may, at the option of the employee, bank their accrued personal illness leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Employees who (1) retire; (2) are participating in TERP, may, at the option of the employee, bank their accrued personal illness leave until such time as they elect to utilize it.

- (b) Upon retirement, a teacher may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available by the District at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee who has carried the family health insurance experiences a significant reduction in benefits.

- b. In the event a new health insurance program is established for teachers employed by the District, retired teachers shall be eligible to participate in same with their premiums being paid from their accrued personal illness leave.
- c. If a retired employee dies and is receiving benefits under this section, his/her spouse or designated family partner (partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit) will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:
  - 1) Said funds are exhausted;
  - 2) The spouse elects to discontinue coverage in the District benefits programs;
  - 3) The spouse dies; or
  - 4) The spouse remarries.
- d. Teachers who continue on LTD more than three (3) months may elect to use their RIA to pay the total health insurance premiums for month thirteen (13) and thereafter.
- e. Eligibility:
  - 1) Teachers who retire after reaching age fifty-five (55) or before reaching age fifty-five (55) and eligible for TERP, are eligible to use their accrued personal illness leave.
- f. Accrued personal illness leave may be used for the payment of insurance premiums from the District's health insurance plans or from a non-District sponsored group health insurance plan and/or Medicare supplement plan. The following delineates the procedure for the retiree's election and enrollment in the RIA.

- 1) The retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) shall have the option to select in writing at the time of application for retirement pursuant to the timelines in paragraph a) below, and annually on or before August 1st prior to the beginning of the subsequent school year once retired to either continue in the District's health insurance or to participate in a non-District sponsored group health insurance plan or Medicare supplement subject to the following terms and conditions:
  - a) Such written election shall be filed with the Department of Human Resources by August 1st prior to the beginning of the subsequent school year.
  - b) The retiree shall be notified at the time of retirement of the total amount of funds available from their accrued personal illness leave.
  - c) If the retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) elects to continue or re-enroll in the District's health insurance, he/she shall only be eligible to participate in the District's health insurance coverage(s) pursuant to the eligibility and enrollment terms of the District's insurance carrier(s).
  - d) If the retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) elects to enroll in a non-District sponsored group health insurance plan, he/she shall be eligible for insurance subject to the eligibility and enrollment terms of the applicable non-District sponsored group health insurance carriers. The retiree may be eligible to re-enroll in the District's health insurance after the retiree has enrolled in a non-District sponsored group health insurance plan pursuant to the eligibility and enrollment terms of the District's insurance carrier(s).

#### **11.04 Re-employment Following Retirement**

Employees who plan to retire shall file written notice with the Department of Human Resources on or before February 15 of the school year in which their retirement will occur, unless another date is mutually agreed upon by the employee and the District.

Teachers, upon retirement from the District, may be rehired into the substitute unit at the discretion of the District.

With the effective date of retirement, a teacher forfeits all rights to, or expectation of, re-employment with the District. A retired teacher who is reemployed under as an extended long-term substitute or on a regular contract is compensated at his/her achieved salary level and track.

Teachers returning to the District under a contract of fifty percent (50%) or greater within six (6) months of retirement shall, at their option, have all of their accumulated personal illness leave reinstated and shall continue to accrue such days in accordance with the terms herein. Should said teacher opt to retire, the value of such accounts shall be calculated pursuant to the terms set forth above.

A retired teacher returning to the District under a contract of less than fifty percent (50%), but

subsequently having their contract increased to fifty percent (50%) or greater, may elect to have their personal illness leave account reinstated as set forth in the paragraph above.

Teachers returning to the District under a contract of less than fifty percent (50%) shall have all of their accumulated personal illness leave in excess of the maximums allowed pursuant to Section VII-G reinstated

## **SECTION 12 STUDENT/INTERN TEACHERS**

1. All placements of interns and student teachers must be pre-approved by the building principal.
2. Interns and student teachers will not be used to replace or substitute for bargaining unit employees.
3. Interns and student teachers must be supervised at all times by the cooperating teacher. During the lead teaching week the cooperating teacher will create a plan of supervision that must be approved by the building principal at least two weeks in advance. Failure to supervise an intern/student teacher may result in disciplinary action.

## **SECTION 13 BILINGUAL RESOURCE SPECIALISTS**

The provisions of this Addendum apply to Bilingual Resource Specialists (BRS) except as modified by the items below.

### **13.01 Wage Schedule**

The Wage Schedule is attached as Appendix 3.

The Lead BRS shall be additionally compensated at the rate of seven percent (7%) of their hourly wage.

### **13.02 Probationary Period**

Newly hired Bilingual Resource Specialists shall be on probation for up to the first three (3) years of employment and shall, during that period, have all the rights provided in this Addendum except the right to appeal a suspension or discharge beyond Level 2 of the grievance procedure provisions of this Handbook as outlined in Section 4. However, the District shall provide to any suspended or terminated probationary employee a statement setting forth the cause for such action. The probationary period may be extended by mutual agreement of the employee and the



District. Any employee who is retained in a position covered by this Addendum beyond three (3) years of employment, unless extended per above, shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status.

If a Bilingual Resource Specialist, who completed the probationary period in the Bilingual Resource Specialist's initial term of employment with the District, leaves the District for more than three (3) years, he/she shall serve a one (1)-year probationary period upon his/her return.

A probationary Bilingual Resource Specialist, who has been identified by his/her administrator as having a performance problem(s), may be denied requests for voluntary transfer during probation. A description of any performance problem will be reduced to writing by the administration and furnished to the Bilingual Resource Specialist.

### **13.03 Evaluation**

Probationary employees shall be evaluated annually, in writing, by the District. Concerns relative to an employee's performance shall be brought to the employee's attention in a timely manner. Employees who have achieved nonprobationary status shall be evaluated at least once every three (3) years. The evaluator shall review the evaluation with the employee and provide him/her with a copy of the completed instrument. The employee shall have the right to respond in writing to his/her evaluation. The response shall be attached and filed with the evaluation in the employee's official personnel file.

### **13.04 Seniority**

Accumulation – Seniority shall be within the classification of "Bilingual Resource Specialists." An employee shall have his/her anniversary date established as the original date of last hire and shall be provided credit for all time followed by continuous service. An approved leave of absence shall not cause a break in seniority.

### **13.05 Assignment, Reassignment and Involuntary Transfer**

#### **Filling Positions**

Vacancies shall first be filled by employees in surplus. The District has the right to determine and select the most qualified applicant for any position. The term applicant refers to both internal and external candidates for the position.

The District retains the right to determine the job qualifications needed for any vacant position. Minimum qualifications shall be established by the District and equally applied to all persons. Administrative transfers (involuntary transfers) shall not be for arbitrary or capricious reasons. Teachers may not be unilaterally transferred to the Evening At-Risk Alternative Programs.

Bilingual Resource Specialists may seek transfers by making application for such transfer to the Department of Human Resources, in writing, before the date when transfer requests are due.

#### **Job Posting**

Whenever a vacancy occurs, either as a result of termination, transfer (voluntary or involuntary) or the creation of a new position, and the District intends to fill such position, notice of such vacancy shall be posted for three (3) working days prior to the date requests for transfer are due. During the summer (first Friday after closing of school through two (2) weeks prior to the beginning of school), the job posting period will begin on Fridays. However, vacant positions

which the employer intends to fill by an involuntary transfer need not be posted.

Vacancies occurring during the four (4) weeks prior to the first week of school and during the first two (2) weeks of school need not be posted.

Job posting notices shall include the work location, the minimum qualifications required of applicants, the procedure used to fill the position and other information which the employer deems necessary.

Applications shall be available to each employee. Such application forms shall suggest that the applicant provide all information relative to his/her experience and training, related to the job applied for.

### **13.06 Discipline, Suspension, Discharge**

Employees shall not be disciplined, suspended with or without pay, and/or discharged without good cause. Written notice of discipline, suspension, and/or discharge and the reasons therefore, shall be provided in writing to the employee, at the time of such action. Such discipline, suspension or termination shall be subject to the grievance procedure provisions of this Handbook as outlined in Section 4, except probationary employees do not have the right to grieve a suspension or termination beyond Level 2 of the grievance procedure provisions of this Handbook as outlined in Section 4.

### **13.07 Work Year and Hours of Work**

The work year for Bilingual Resource Specialists shall commence five (5) working days prior to the first day of school for students and shall end the last day of school for students. Work days during the school year shall conform with the teacher calendar except as noted herein.

The hours of work shall be established and assigned by the supervisor. Full-time for BRS is an assignment of at least 37.5 hours per week. Bilingual Resource Specialists working four (4) hours or more will be provided an unpaid lunch period. The unpaid lunch period shall be thirty (30) minutes.

### **13.08 Reassignment/Lay Off/Recall**

#### **Reassignment**

Bilingual Resource Specialists shall be assigned from the Doyle Administration Building on a district-wide basis (with the exception of the Lead BRS, twelve (12)-month BRS and Migrant Recruiter, which will constitute separate assignments for the purpose of reassignment and layoff. When reassigning BRSs within the District, seniority, employee preference, and location will be considered.

When the District determines it is necessary to reassign BRS staff, every reasonable effort will be made to maintain the number of hours per week currently worked by the employee to be reassigned. Full-time employees will not be reassigned to positions that are less than full-time except through use of the lay off procedure.

#### **Layoff**

When, in the sole judgment of the District, the District determines to reduce the number of BRSs employed by the District, such employees shall be laid off according to the following procedure:

1. Bilingual Resource Specialists shall be laid off within the language area to which they are assigned in inverse order of seniority, provided the remaining BRSs in the language area are qualified to perform the work of the least senior BRS.
2. The least senior Bilingual Resource Specialist may choose to:
  - a. Assume a BRS position held by the least senior BRS within another language, provided he/she is qualified for the position.
  - b. Be laid off.
3. Should the District determine that it is necessary to lay off any employee, the District will provide written notice to the employee so affected not less than two (2) weeks prior to the effective date of the layoff.
4. Such employees, while on layoff, may continue insurance benefits, not to exceed thirty-six (36) months, if premiums for such coverage are paid monthly in advance to the District by the employee.

### **Recall**

The Employer shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

Employees on layoff status shall be hired in the order of their seniority, before any new applicants are hired into positions for which laid off employees are qualified. Employees called back within a twenty-four (24) month period from date of layoff, shall return to the same step in the salary range they had attained prior to being laid off and shall receive full credit for all prior service. Employees laid off for a period of more than twenty-four (24) months, who are rehired, shall be treated as any new employee.

### **13.09 Snow Days or Emergency Situations**

Should there be extreme weather conditions causing a "snow day," each Bilingual Resource Specialist is expected to arrive at his work site as scheduled. Tardiness on such days not to exceed one (1) hour will be permitted without penalty. Tardiness in excess of one (1) hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one (1) hour may be compensated by the employee's request in writing to the Department of Human Resources to use personal illness leave (12-month BRS may also elect to use floating holiday and/or vacation time). Employees who choose not to use such time may elect to make up the lost work time as set forth below.

Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, employees affected may elect to be absent on such day. Such absence may be compensated by the employee's request in writing to the Supervisor or his/her designee to use personal illness time or compensatory time (12-month BRS may also use floating holiday and/or vacation time). Employees who choose not to use such time may elect to make up the lost work time as set forth below.

Employees, at their option, may elect to make up work time missed above, unless the school year is extended in the following manner:

Employees may make up all of the regularly assigned time which was lost on the days

referenced in paragraph a. or b. through completion of the current school year.

Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the makeup time is not completed by the end of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.

The time set for makeup plus the regular assigned hours cannot exceed forty (40) hours per week.

Makeup hours (i.e. moving from part-time to full-time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.

Duties for the makeup time will include staff development/training opportunities offered by the District, or, at the employee's option and with the approval of the employee's supervisor, work traditionally assigned by the supervisor.

For employees that work fewer than twelve (12) months, if it is necessary to extend the school year to qualify for State aid then the regularly scheduled hours must be made up during the extended school year.

### **13.10 Inservice Days**

On teacher inservice days, a Bilingual Resource Specialist shall, at his/her option: 1) participate in teacher inservice programs at the schools; 2) work his/her regular hours at the school, performing duties as assigned by the principal or ESL Coordinator; or 3) take the day off without pay. Of the five working days prior to the first day of school with students, the District will schedule one (1) inservice day specifically for BRS employees.

### **13.11 Parent-Teacher Conferences**

Employees, upon request, will be granted time off to participate in their child's/children's parent-teacher conference provided the child's teacher(s) does not offer evening parent-teacher conferences. Requests shall be made to the employee's supervisor at least three (3) days in advance of the requested time off. An employee may use personal leave, take the time off without pay, or, with the approval of his/her supervisor, make up the time lost.

### **13.12 Twelve-Month Bilingual Resource Specialists**

#### **Holidays**

Twelve (12)-month BRSs shall be entitled to the following days off with pay or a compensatory day off in lieu thereof. Should an employee be required to work on any of the holidays listed below, such employees shall receive double time for hours worked in addition to holiday pay or compensatory time off at a straight time rate. All employees who work in the pay period in which the holiday falls and work their last scheduled shift before, and their first scheduled shift after the holiday, or are off on account of an excused absence, shall be entitled to regular holiday pay.

Holidays:

New Year's Day; b) Birthday of Martin Luther King Jr.; c) First Friday of spring break; d)

Memorial Day; e) Independence Day; f) Labor Day; g) Thanksgiving Day; h) Day after Thanksgiving; i) December 24; j) December 25; k) December 31; l) one (1) floating holiday with the permission of the employee's supervisor as to the date; and m) one (1) floating holiday to be taken between June 15 and August 15 with the permission of the employee's supervisor as to date (this floating holiday will not be carried over for employee use beyond August 15).

If December 25 or New Year's Day falls on Saturday, either the previous Thursday or the following Monday shall be paid days off to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar. Independence Day shall be observed as a paid day off on the day designated by Congress.

In the event that December 25 and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar.

If any of the holidays fall on the employees' scheduled day off, the employees shall be given another day off at a time which is agreeable to the employees and their supervisor.

An employee is not eligible for a floating holiday during the first six (6) months of employment.

### **Annual Paid Vacation**

Twelve (12)-month BRS shall earn vacation leave as follows:

First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).

37th month through 79th month of service, 1.04 days per month of service (maximum of 12-1/2 days per year).

80th month through 132nd month of service, 1.25 days per month of service (maximum of 15 days per year).

133rd month through 192nd month of service, 1.46 days per month of service (maximum of 17-1/2 days per year.)

193rd month through 259th month of service, 1.67 days per month of service (maximum of 20 days per year).

260th month through 359th month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).

360th month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).

For purposes of this section, the employee shall be given credit for the employee's total months of service from the date of original hire in the District.

Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.

The Employer shall designate vacation periods by job title or work location during which

employees may select their vacations. The designated periods shall provide each employee the opportunity to use his/her vacation. Employees shall be entitled to select their vacations during periods so designated in a manner which shall allow those with the greatest seniority first choice. Vacations will be permitted during the school year in accordance with this provision and the requirements of the school functions.

The Employer agrees to provide each employee an opportunity to use all earned vacation credits annually, and employees are encouraged to use vacation in extended periods of several days. This provision shall not, however, preclude variations in the use of vacation credits according to peculiar individual circumstances provided such variations shall be agreed to by the Employer.

Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one employee's calendar year to another, except by recommendation of the employee's supervisor and approval of Human Resources.

In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to May 31 of the next year. In addition to the five (5) carryover days, an employee may request to deposit a maximum of five (5) unused vacation days in his/her sick leave account.

A request to carryover or deposit in an employee's sick leave account must be made not later than 5:00 p.m. on December 10.

# **SECTION 14**

## **THERAPY ASSISTANTS/INTERPRETERS/ BRAILISTS SPECIAL NEEDS NURSES**

The provisions of this Addendum apply to Therapy Assistants, Interpreters, Brailists and Special Needs Nurses except as modified by the items below.

### **14.01 Wage Schedule**

The Wage Schedule is attached as Appendix 2.

### **14.02 Wage Schedule Placement**

In general, employees will be placed at Level one (1) when hired. The salary placement of persons hired as Special Needs Nurses will be as follows:

- Step 1 - Licensed Practical Nurse
- Step 3 - Associate Degree Registered Nurse
- Step 4 - Diploma Completion Registered Nurse
- Step 7 - Bachelor's Degree Registered Nurse

The District retains sole discretion to determine initial placement on wage schedule. All employees covered under this Section 14 shall advance annually to the next level. Such employees shall be compensated biweekly.

### **14.03 Work Hours**

Work hours shall be determined by the District. The District agrees to schedule work hours only on the calendar days set forth in the school calendar except as may be needed for summer school.

## **SECTION 15 MISCELLANEOUS**

### **15.01 La Follette Four-Block**

For information regarding the terms and conditions of the four block schedule at La Follette High School, see: <https://hr.madison.k12.wi.us/files/hr/la-follette-four-block.pdf>

### **15.02 Ready, Set, Go (RSG) Conferences**

If the District decides to conduct RSG conferences the following provisions will apply: <https://hr.madison.k12.wi.us/files/hr/ready-set-go.pdf>

### **15.03 Principal Designee**

When the building principal is to be out of the building, the principal shall designate, in writing, a person to be in charge of the building and the operation of the school. If the same person is to be designated for the school year, notice to the staff upon appointment shall suffice. The staff will be notified prior to the principal's departure, should there be any variance in the designation of the person in charge.

Should a teacher be appointed, the teacher will be given the name of a central office or other administrator who will be available to make any crucial decisions. Should circumstances necessitate the designee to act for the principal, staff will be designated to cover the designee's class to enable contact with the principal, contact with central office or to take other appropriate action.

A teacher so appointed shall not, as regards to other staff members, evaluate, discipline, or effectively recommend the same.

### **15.04 Packing and Unpacking Teaching Materials**

1. Teachers will not be required to pack, and/or unpack, teaching materials either during the school year or during a school recess period due to major\* cleaning, construction projects, repairs, electrical upgrades, etc. due to their classroom being moved at management's request or when the District deems it is necessary to utilize the teacher's classroom for classes or other activities during a school recess period. The District will arrange for the teacher's materials to be moved to his/her new assigned location. If materials are relocated during a period when school is in recess, they will be returned by the District for the resumption of school.
2. Other than to accommodate an employee under the Americans with Disability Act [ADA] or Wisconsin Fair Employment Act [WFEA] where his/her disability prohibits him/her from packing, unpacking and moving his/her materials, a teacher who requests to move from one classroom to another in the same school may be required to move his/her own teaching materials. In regards to an accommodation required under the ADA and WFEA associated with the movement of the teacher's classroom location, the District will pack and unpack the individual's teaching materials as set forth in paragraph one (1) above.
3. A teacher who is asked by her/his principal to pack, and/or unpack, teaching materials as set forth in paragraph 1 shall complete a form provided by the principal to be submitted to and approved by the Executive Director of Human Resources (or his/her designee) prior to commencing said packing or unpacking. The District will, upon receipt of such form and verification of said work falling within the parameters of paragraph 1, inform the teacher that he/she will not be required to perform the work.

*\*Major cleaning shall include all cleaning not regularly associated with annual and/or routine classroom cleaning. Major cleaning includes, but is not limited to, cleaning required due to construction, fires or natural disasters. Teachers may, at their option, use contract time to complete packing, and/or unpacking, related to routine classroom cleaning.*

### **15.05 Academic Freedom**

1. No teacher may be disciplined or discriminated against in regard to terms or conditions



of employment by the District on the basis of the teacher's instructional presentations to students regarding facts and ideas concerning any subject of learning where such presentations are consistent with accepted standards of the teaching profession and relevant Board policies, including pedagogy such as:

- a. develops a classroom atmosphere in which pupils feel free to express opinions and challenge ideas,
  - b. teaches respect for the opinions of others and develops skills of critical thinking,
  - c. chooses suitable instructional materials presenting data on major points of view on issues being discussed,
  - d. demonstrates by his/her own interpretations and actions rational methods of arriving at decisions,
  - e. maintains at all times a decent respect for the dignity and worth of each individual,
  - f. undertakes the presentation of a controversial issue to pupils only after careful study and planning,
  - g. confers with the principal or staff specialist if there is doubt regarding the appropriateness of discussing a controversial issue,
  - h. determines whether or not an issue raised by pupils is to be considered at the moment it arises,
  - i. guides discussion toward constructive courses of action available within our framework of values,
  - j. keeps in mind his/her position as moderator and participant in the classroom forum, and
  - k. withholds the expression of his/her own opinion unless he/she is asked a direct question.
2. No teacher may be disciplined or discriminated against in regard to terms or conditions of employment by the District for inviting a resource person into the school where the teacher has:
- a. informed the school administration of the plan to invite such resource person;
  - b. received advance approval for the invitation of such resource person from the school administration. The teacher may appeal any denial of approval by the school administration to the Board of Education and shall abide by its decision. The District shall not discipline or discriminate against any teacher in regard to terms or conditions of employment because of the teacher having appealed the school administration's decision to the Board of Education.

For additional information regarding the teaching of controversial issues see:

<https://board.madison.k12.wi.us/policies/3170>

## **15.06 Class Size**

For Board Policy regarding class size recommendations/limitations see:  
<https://board.madison.k12.wi.us/policies/3450>

Concerns regarding violations of the class size limitations may be called to the attention of a committee which shall consist of six (6) members, three (3) appointed by the Superintendent or his/her designee and three (3) by the teachers' employee group, previously referred to as "bargaining unit." Alleged violations shall be sent to the Superintendent or his/her designee. The committee shall then meet within five (5) days from the receipt of the alleged violation(s). If the committee is able to reach a mutually acceptable solution, the Superintendent will implement the solution. The five (5) day limit may be extended by agreement of the parties. Should the committee fail to reach agreement, the issue may be addressed under the grievance procedure.

## **15.07 Student Discipline**

When student conduct represents a threat to the physical safety of teachers, the District shall take appropriate steps including, but not limited to, the immediate removal of the student(s) from the classroom.

No teacher may be disciplined or discriminated against by the District in regard to terms or conditions of employment on the basis of any action taken by the teacher to implement and maintain student control and discipline, provided that such action is consistent with existing Board policies governing student discipline of which the teacher has been informed.

The District, subject to the teacher's cooperation, shall defend and hold harmless the teacher against personal liability for actions taken during the course of his/her employment and within the scope of his/her authority.

## **15.08 Leave for Union Business**

The District shall permit union representatives, upon the request of its Executive Director to the Executive Director of Human Resources, leave not to exceed twelve (12) days per year in total. The Union will reimburse the District for the cost of the substitute who replaces said teacher. Such leave shall not be deducted from the individual's personal sick leave account.

## **15.09 District/School Sponsored Athletic Events**

The District shall issue, upon request, a pass for the employee and his/her immediate family (including designated family partner) to all District/School sponsored athletic events.

## **15.10 Inventory, Maintenance, Repair**

Teachers may only be required to inventory capital items under their charge unless such teacher is approved for extended employment for the purpose of inventory of items other than capital items.

Teachers may be granted extended employment for the following purpose: 1) inventory of

capital items not under their charge; and/or 2) the repair and/or maintenance of machinery, equipment or instruments related to the instructional program.

### **15.11 Compensation for Non-Contract Work/Overnights and Summer Staff Development Opportunities**

1. The District agrees that when opportunities to participate in voluntary activities or staff development opportunities during the summer recess are presented to teachers, it shall be done in a manner which clearly conveys the fact that teachers will not be penalized or suffer harm for choosing not to volunteer.
2. Teachers who volunteer to participate in non-contract time activity offered by the District during the school year shall, at their option, be entitled to receive one (1) of the following forms of compensation:
  - a. Professional advancement credits if such are requested and approved by the Professional Advancement Credit Committee.
  - b. Extended employment salary if such is offered by the District.
  - c. Payment for graduate credits, if such is offered by the District.
  - d. Professional advancement credit or extended employment salary or UW-Madison graduate credits or any combination thereof.
3. Teachers who are invited or requested by the District to attend staff development opportunities during the summer recess will, in addition to having the options set forth in Item #2 above, be accommodated by the District paying any costs for registration, texts and other required learning materials, housing, transportation and meals, if funds are available. There will be no other form of compensation associated with these staff development opportunities. There will be no retribution toward the employee if the employee declines to participate.
4. Teachers who wish to volunteer to participate in non-contract time activities for no compensation of any kind, may do so.
5. If the activity is a District sponsored field trip/retreat which includes overnight activity, participants and their supervisor may mutually agree to the provision of meals, lodging, time off the following day, and/or substitutes at no cost to the participants.

# Addendum A, Appendix 1: Teacher Salary Schedule

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 THRU JUNE 30, 2016

LEVEL	TR 1 BA	TR 2 BA+12	TR 3 BA+24	TR 4 MA	TR 5 MA+12	TR 6 MA+24	TR 7 MA+48*	TR 8 Ph.D. M.F.A.
4.0	34335	34971	35607	37515	38150	38786	40694	41965
4.0	35022	35671	36319	38265	38913	39562	41508	42805
4.0	35709	36370	37031	39015	39676	40338	42322	43644
4.0	36395	37069	37743	39765	40439	41113	43135	44483
6.0	37356	38150	38945	40535	41330	42124	43714	45304
6.5	38150	38945	39740	41330	42124	42919	44509	46098
7.0	38945	39740	40535	42124	42919	43714	45304	46893
7.5	39740	40535	41330	42919	43714	44509	46098	47688
8.0	40535	41330	42124	43714	44509	45304	46893	48483
IMPROVEMENT LEVEL NO. 1								
8.5	41330	42124	42919	44509	46098	46893	48483	50072
9.0	42124	42919	43714	45304	47688	48483	50072	51662
9.5	42919	43714	44509	46098	48483	49278	50867	52457
10.0	43714	44509	45304	46893	49278	50072	51662	53252
10.5	44509	45304	46098	47688	50072	50867	52457	54046
11.0	45304	46098	46893	48483	50867	51662	53252	54841
11.5	46098	46893	47688	49278	51662	52457	54046	55636
12.0	46893	47688	48483	50072	52457	53252	54841	56431
IMPROVEMENT LEVEL NO. 2								
12.5	47688	48483	49278	50867	54841	55636	57226	58815
13.0	48483	49278	50072	51662	57226	58020	59610	61200
13.5	49278	50072	50867	52457	58020	58815	60405	61994
14.0	50072	50867	51662	53252	58815	59610	61200	62789
14.5	50867	51662	52457	54046	59610	60405	61994	63584
15.0	51757	52566	53375	55127	60802	61613	63234	64856
INCENTIVE LEVELS								
16.0	52663	53486	54309	56230	62018	62845	64499	66153
17.0	53585	54422	55259	57354	63259	64102	65789	67476
18.0	54522	55374	56226	58502	64524	65384	67105	68825
19.0	55477	56343	57210	59672	65814	66692	68447	70202
20.0	56447	57329	58211	60865	67131	68026	69816	71606
21.0	57435	58333	59230	62082	68473	69386	71212	73038
22.0	58440	59354	60267	63324	69843	70774	72636	74499
23.0	59463	60392	61321	64590	71239	72189	74089	75989
24.0	60504	61449	62394	65882	72664	73633	75571	77509
25.0	61563	62524	63486	67200	74118	75106	77082	79059
26.0	62640	63619	64597	68544	75600	76608	78624	80640
27.0	63736	64732	65728	69915	77112	78140	80196	82253
28.0	64851	65865	66878	71313	78654	79703	81800	83898
29.0	65986	67017	68048	72739	80227	81297	83436	85576
30.0	67141	68190	69239	74194	81832	82923	85105	87287
31.0	68316	69384	70451	75678	83468	84581	86807	89033
32.0	69512	70598	71684	77192	85138	86273	88543	90814
33.0	70728	71833	72938	78735	86841	87998	90314	92630

\*48 Academic Credits  
Or 2nd Master's

## **Addendum A, Appendix 2: Therapy Assistant Salary Schedule**

Therapy Assistant / Interpreters / Brailists / Special Needs Nurses shall be salaried on an hourly basis as follows:

<u>Step</u>		<u>Index</u>	<u>2015-2016</u>
1	1st year of employment	100	21.48
2	2nd year of employment	108	23.20
3	3rd year of employment	113	24.27
4	4th year of employment	118	25.35
5	5th year of employment	123	26.41
6	6th year of employment	128	27.49
7	7th year of employment	133	28.56
8	8th year of employment	138	29.64
9	9th year of employment	143	30.71
10	10th year of employment	148	31.79
11	11th year of employment	153	32.85
12	12th year of employment	158	33.93
13	13th year of employment	163	35.00
14	14th year of employment	168	36.08
15	15th year of employment	173	37.16

\* Hourly rate based on X - (.0007 X Teacher Base - \$2.50)

<u>Step</u>		<u>2015-2016</u>	
Level 15 (15 <sup>th</sup> , 16 <sup>th</sup> years of service)		173	37.16
Level 16 (17 <sup>th</sup> , 18 <sup>th</sup> years of service)		Level 15 + 2%	37.90
Level 17 (19 <sup>th</sup> , 20 <sup>th</sup> years of service)		Level 16 + 2%	38.65
Level 18 (21 <sup>st</sup> , 22 <sup>nd</sup> years of service)		Level 17 + 2%	39.44
Level 19 (23 <sup>rd</sup> , 24 <sup>th</sup> years of service)		Level 18 + 2%	40.22
Level 20 (25 <sup>th</sup> , 26 <sup>th</sup> years of service)		Level 19 + 2%	41.03
Level 21 (27 <sup>th</sup> , 28 <sup>th</sup> years of service)		Level 20 + 2%	41.85
Level 22 (29 <sup>th</sup> , 30 <sup>th</sup> years of service)		Level 21 + 2%	42.68
Level 23 (31 <sup>st</sup> , 32 <sup>nd</sup> years of service)		Level 22 + 2%	43.54
Level 24 (33 <sup>rd</sup> , 34 <sup>th</sup> years of service)		Level 23 + 2%	44.40

# Addendum A, Appendix 3: BRS Salary Schedule

The following sets forth the remaining wages applicable to Bilingual Resource Specialists:

Index (100 = .0007 x Teacher Base - \$2.50)

<b><u>Step</u></b>	<b><u>Index</u></b>	<b><u>2015-16</u></b>
1 1st year of employment	100	\$21.48
2 2nd year of employment	108	\$23.20
3 3rd year of employment	113	\$24.27
4 4th year of employment	118	\$25.35
5 5th year of employment	123	\$26.41
6 6th year of employment	128	\$27.49
7 7th year of employment	133	\$28.56
8 8th year of employment	138	\$29.64
9 9th year of employment	143	\$30.71
10 10th year of employment	148	\$31.79
11 11th year of employment	153	\$32.85
12 12th year of employment	158	\$33.93
13 13th year of employment	163	\$35.00
14 14th year of employment	168	\$36.08
Level 15 (15th, 16th years of service)	173	\$37.16
Level 16 (17th, 18th years of service)	Level 15 + 2%	\$37.90
Level 17 (19th, 20th years of service)	Level 16 + 2%	\$38.65
Level 18 (21st, 22nd years of service)	Level 17 + 2%	\$39.44
Level 19 (23rd, 24th years of service)	Level 18 + 2%	\$40.22
Level 20 (25th, 26th years of service)	Level 19 + 2%	\$41.03
Level 21 (27th, 28th years of service)	Level 20 + 2%	\$41.85
Level 22 (29th, 30th years of service)	Level 21 + 2%	\$42.68
Level 23 (31st, 32nd years of service)	Level 22 + 2%	\$43.54
Level 24 (33rd, 34th years of service)	Level 23 + 2%	\$44.40

# ADDENDUM B – SUPPORTIVE EDUCATIONAL EMPLOYEES



# SECTION 1

## HOURS OF WORK AND WORK SCHEDULE

### 1.01 Regular Workday and Starting and Ending Times

The regular schedule of hours of work for all full time employees shall be eight (8) hours daily, excluding lunch time, starting not earlier than 7:00 a.m. and ending not later than 5:00 p.m. Monday through Friday; forty (40) hours per week. Work for part time employees shall be within the above noted time. Certain two shift operations in Information Services shall be excluded from the 7:00 a.m. to 5:00 p.m. limitation. The District retains the right to post new positions with starting and ending times which may vary from those set forth herein. By mutual agreement between the supervisor and employee, the starting and ending time of any position may be adjusted.

The Clerk-Receptionist works only as many hours as assigned by the District. These may be adjusted annually depending on the needs of the District.

### 1.02 Additional Hours and Overtime

In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor.

Overtime shall be defined as hours of work in excess of eight (8) hours per day or forty (40) hours per week. Compensation for all such time worked shall be at the rate of one and one half the hourly rate, except for employees who work on Sunday. When overtime is performed on a Sunday said employees shall be compensated at twice the hourly rate.

When an employee is authorized by the employee's immediate supervisor to perform work at the employee's home the employee shall be paid at the employee's applicable rate of pay for a minimum of thirty (30) minutes of work time or the employee's actual time spent working whichever is greater.

### 1.03 Compensatory Time Off

Employees may by mutual consent with the District, take compensatory time off for overtime worked at the time and one half rate or double time rate, whichever is applicable, provided such time off is taken at a mutually agreed upon time consistent with the current federal and state legislation.

For 10-month secretaries, compensatory time off may be taken on work days falling within Monday of the week before new teachers report to school and one week after the last day the teachers work during the school year. Ten-month secretaries cannot credit compensatory time off during winter or spring breaks until such time as they have exhausted all of their available vacation and have obtained approval from their immediate supervisor.

The employee may, at his/her option, elect to have up to eighty (80) hours of accrued compensatory time off paid out at the employee's current hourly rate of pay once per calendar year (January 1 through December 31). The employee will provide Payroll Services with a written notice of his/her request. Upon payment, the employee's balance of compensatory time



off will be reduced by the number of hours that the employee has elected to have paid out.

#### **1.04 Lunch Period**

Employees working four (4) hours or more will be provided a noon unpaid lunch period. The noon unpaid lunch period shall be three quarters of an hour. The noon lunch period may be shortened, by mutual consent, for the purpose of adjusting the starting and/or ending times of the regularly scheduled work day. The adjusted times shall not result in the employee's total number of hours being reduced.

#### **1.05 Breaks**

Full time employees shall be provided one twenty (20) minute break or two (2) breaks not to exceed a total of twenty (20) minutes per day. Employees working part time shall be provided a break in the a.m. and/or the p.m. as long as they work at least four (4) hours in a day depending upon the period in which they work. If an employee voluntarily chooses not to take a break, he/she shall lose the break time. The employee may not leave early because the employee voluntarily chooses not to take a break.

Clerk Receptionists shall be provided one fifteen (15) minute paid break for every four (4) hours worked.

Employees shall be allowed to clean up prior to the end of their shift, using the employer's facilities.

#### **1.06 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

#### **1.07 Flexible Schedule**

At the request of the employee and with the agreement of the supervisor, flex time shall be provided to an employee up to eight (8) hours outside of his/her regular work week. At the request of the supervisor and with the agreement of the employee, flex time shall be provided to an employee for up to four (4) hours outside of his/her regular work day. The amount of time an employee exceeds, or is absent from, his/her regular work day shall be made up within the applicable work week. Hours made up shall be exempt from the Overtime, call-in pay and undesirable hours premium pay provisions provided the total hours worked in the work week do not exceed forty (40) total hours.

#### **1.08 Call-In Pay**

Employees who may be called in to work at other than a regularly scheduled time shall be entitled to two (2) hours work or pay therefore, at the rate of one and one-half (1-1/2) times their regular hourly rate. The two (2) hour minimum shall not apply to hours consecutively prior

to the employee's regular starting time or hours consecutively following the employee's regular quitting time. In the event that the call-in time worked is equal to or exceeds two (2) hours, then the employee shall be entitled to an additional fifteen (15) minutes of overtime pay to compensate for travel time to the work site.

### **1.09 Emergency Closings**

1. Should there be extreme weather conditions causing a "snow day" each employee is expected to arrive at his/her work station as scheduled. Tardiness on such days not to exceed one hour will be permitted without penalty. Tardiness in excess of one hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one hour may be compensated by the employee's request in writing to the employee's supervisor to use vacation, personal illness, floating holiday or compensatory time. Employees who choose not to use vacation, personal illness, floating holiday or compensatory time may elect to make up the lost work time as set forth in paragraph 3 below.
2. Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, clerical employees affected may elect to be absent on such day, such absence may be compensated by the employee's request in writing to the supervisor to use vacation, personal illness, floating holiday or compensatory time. Employees who choose not to use vacation, personal illness, floating holiday or compensatory time may elect to make up the lost work time as set forth in paragraph 3.
3. Employees, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph #4 below, in the following manner:
  - a. Employees may make up all of the regularly assigned time which was lost on the days referenced in paragraph number one and two through completion of two weeks after the current school year.
  - b. Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the make-up time is not completed by the end of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.
  - c. The time set for make-up plus the regular assigned hours cannot exceed 40 hours per week. Make-up time is not subject to the overtime provisions.
  - d. Make-up hours (i.e., moving from part-time to full-time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.
  - e. Duties for the make-up time will include staff development/training opportunities offered by the District, or, at the employee's option and with the approval of the employee's supervisor, work traditionally assigned by the supervisor.
4. For employees that work fewer than twelve months, if it is necessary to extend the school year to qualify for state aid then the regularly scheduled hours must be made up during the extended school year.

# **SECTION 2**

## **ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **2.01 Job Posting**

Once all surplus employees have been placed, the District will post a vacancy notice for any position that becomes vacant or is newly created that the District intends to fill. The District will not post positions it intends to fill by involuntary transfer. Notice of such vacancy shall be posted for three (3) working days prior to the date requests for transfer are due. During the summer (first Friday after closing of school through two weeks prior to the beginning of school), the job posting period will begin on Fridays.

Job posting notices shall include the salary range, the work location, the procedure used to fill the position and other information which the District deems necessary.

### **2.02 Selection Process**

*To Be Determined*

### **2.03 Trial Period**

#### 1. Definitions

- a. Promotion Shall mean the permanent advancement of an employee from a position in a pay range to a position in a higher pay range.
- b. Job Transfer Shall mean the permanent transfer of an employee from one department or division to another or from one geographic location to another and/or from one work shift to another without change of job title or pay range.
- c. Lateral Transfer Shall mean the permanent transfer of an employee from one job title to another job title in the same pay range.
- d. Demotion Shall mean the permanent movement of an employee from a position in a pay range to another position in a lower pay range.
- e. Trial Period Shall mean the three (3) month period following the date of promotion or transfer wherein such employee shall be on a three (3) month trial period during which time the employee may be returned to a job in the same pay level from which he/she came without prejudice at the option of the District or the employee. The employee or the District can only exercise this option within the above referenced three (3) month period. However, if there is no vacant position as is referenced above, the movement of the employee will occur when such a position becomes vacant. Under the latter circumstances, the moving party can void their option with written notice to the other. Additional pay increments that may be due a promoted employee shall not be due prior to the completion of six (6) months in the higher classified position.

## 2. Application

- a. Employees who receive a job transfer appointment to a vacancy shall serve no trial period and the appointment shall be considered permanent. Employees transferred under this section shall remain in the location to which they are transferred for at least one (1) year.
- b. Employees who receive a lateral transfer appointment shall serve a three (3) month trial period in the new position. Except when returned during the trial period to same classification they left under paragraph 1.e. above, employees receiving a lateral transfer appointment shall remain in the new location for at least one (1) year.
- c. Employees who receive a promotional appointment shall serve a three (3) month trial period in the new position. Except when returned during the trial period to same classification they left under paragraph 1.e. above, employees receiving a promotion appointment shall remain in the new location for at least one (1) year.

### **2.04 Involuntary Transfers**

The District retains the right to involuntarily transfer an employee. Involuntary transfers shall not be for arbitrary or capricious reasons.

### **2.05 Job Sharing**

Job sharing by employees may be permitted by the District subject to all of the following limitations:

1. Job sharing shall only be allowed in full-time positions approved by the supervisor.
2. The hours (position) made available by the reduction in hours by one individual shall be posted. The supervisor shall select from among the qualified applicants.
3. No more than two employees are allowed to share a single full-time position. Employees working in job share assignments may both work above 19 hours per week when mutually agreeable with both employees and the District. Only one of the two job sharers will be allowed to obtain benefits - i.e., health, dental, and life. Prior to approval of the job share, a decision must be made by the job share participants as to which of the two employees will be allowed to obtain insurance benefits. Such decision must be communicated in writing to the Benefits Department prior to implementation of the job share. Both employees assigned to a job share shall be entitled to all "non-insurance" benefits (for example: vacation, sick leave, retirement contribution, paid holidays, LTD, etc.) provided they are otherwise eligible.
4. The job share may be terminated as follows:
  - a. The supervisor may discontinue the job share arrangement at any time.
  - b. If the supervisor leaves the position, the job share shall terminate unless the new supervisor agrees to continue such an arrangement, or
  - c. If one of the job sharers resigns or transfers, the supervisor may decide to continue

or terminate the job share arrangement. Any continuance of the job share under this provision shall be subject to all of the terms of this section.

5. When the job share is discontinued, the following procedure shall be implemented:
  - a. The most senior employee occupying one of the job share positions will occupy the full-time position, and
  - b. The less senior employee will be reassigned in accordance with Section 3 below.
6. Each job sharer shall spend whatever time is necessary informing the other job sharer about job continuation issues, (e.g. projects needing work; location of files and materials; problem areas needing follow-up; etc.). The time needed for this continuation communication shall not be additionally reimbursed by the District if it cannot be completed during paid time.

## **2.06 Clerk Receptionist – Assignment Flexibility**

The District may temporarily assign a Clerk-Receptionist to non-clerical work based on school needs. However, Clerk-Receptionists so assigned will continue to maintain their regular wages and benefits during these temporary assignments.

# **SECTION 3**

## **SURPLUS, LAYOFF AND RECALL**

### **3.01 Reduction in Force**

1. When in the judgment of the District, the District determines to reduce the number of employees employed by the District, such employees shall be declared "surplus" employees and laid off according to the following procedure:
  - a. Employees shall be declared surplus in a department, division, or school based on seniority. Such employees shall be the least senior employees within their position title at their current work location.
  - b. Employees shall have their anniversary date for seniority purposes established as the original date of last hire followed by continuous service. An approved leave of absence without pay or layoff shall not cause a break in seniority. Employees who have been laid off or on military leave shall accrue seniority while on layoff status or such leave. Clerk-Receptionists previously hired as Educational Assistants will have their seniority established as the first date of most recent hire as an Educational Assistant followed by continuous service for purposes of layoff within the Clerk-Receptionist classification.
  - c. Should two or more employees share the same seniority date, seniority among these employees shall be determined by the employee's date of original hire in the District, followed by continuous service.
  - d. The least senior employee identified in a above, may choose any of the following options:
    - 1) Assume a vacant position for which he/she is qualified.
    - 2) Assume the position held by the least senior employee in the District for which he/she is qualified in a range/grade equal to the range/grade currently held and of comparable work year.

Comparable work year shall be defined in the following categories:

- 12-month – full-time (38.75 hours/week)
- 12-month – 19 hours/week or more but less than 38.75 hours/week
- 12-month – less than 19 hours/week

- 10-month – full-time (38.75 hours/week)
- 10-month – 19 hours/week or more but less than 38.75 hours/week
- 10-month – less than 19 hours/week

- 9-month – full time (38.75 hours/week)
- 9-month – 19 hours/week or more but less than 38.75 hours/week
- 9-month – less than 19 hours/week

Should no such position exist within the same pay range/grade, said employee may assume the position held by the least senior employee in the District for which he/she is qualified in the next lowest range to that currently held and of comparable work

year.

Said least senior employee shall then be laid off or may bump the least senior employee in the District in a position for which they are qualified in a grade equal to or lower than the employee's current position or assume a vacancy for which he/she is qualified.

3) Being laid off.

2. If the acceptance of a position pursuant to options 1 or 2 above results in the employee being demoted, said employee shall retain his/her present salary and shall continue to be eligible to participate in annual or negotiated adjustments. Employees who are grandfathered pursuant to the terms of this section shall be required to accept any vacant position or positions for which they are qualified until they return to their grandfathered range of pay. The latter shall not apply to employees who have been reclassified.

### **3.02 Notice of Reduction**

Should the District determine that it is necessary to lay off any employee, the District will provide written notice to the employee so affected not less than four (4) weeks prior to the effective date of the layoff.

### **3.03 Reemployment Period**

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### **3.04 Reemployment Procedure**

Employees on layoff status shall be hired in the order of their seniority, before any new applicant is hired into positions for which laid off employees are qualified. Should an employee be recalled from layoff to a position other than that previously held by said employee, the employee shall be required to serve the probationary period referenced in Section 4 below. Employees called back within a twenty-four (24) month period from date of layoff, shall return to the same step in the salary range they had attained prior to being laid off and shall receive full credit for all prior service. Employees laid off for a period of more than twenty-four (24) months, who are rehired, shall be treated as any new employee.

### **3.05 Insurance Benefits**

Health Insurance Benefits During Layoff: An employee on layoff status may continue group health insurance coverage available through the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

# **SECTION 4**

## **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All newly hired employees shall be on probation for a period of one calendar year, exclusive of the summer vacation period for 10 month employees. The probationary period may be extended by mutual agreement of the employee and the District. Employees who transfer during the probationary period shall be on probation for an additional one (1) calendar year in the new position and shall not be granted an additional transfer request during their extended probationary period.

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

Employees shall not be disciplined, suspended with or without pay, and/or terminated without good cause. Such discipline, suspension or termination shall be subject to the grievance procedure provisions contained in Section 4 of this Handbook, except probationary employees do not have the right to grieve a suspension or termination.

Written notice of discipline, suspension, and/or termination and the reasons therefore, shall be provided in writing to the employee, at the time of such action.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.



# SECTION 5

## VACATION

### 5.01 Rate of Earning

Employees shall earn vacation as follows:

- a. First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).
- b. 37th month through 79th month of service, 1.04 days per month of service (maximum of 12 1/2 days per year).
- c. 80th month through 132nd month of service, 1.25 days per month of service (maximum of 15 days per year).
- d. 133rd month through 192nd month of service, 1.46 days per month of service (maximum of 17 1/2 days per year).
- e. 193rd month through 259th month of service, 1.67 days per month of service (maximum of 20 days per year).
- f. 260th month through 359th month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).
- g. 360th month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).

Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.

Those employees working less than full time but half or more time, shall receive vacations on a pro rata basis. The basis for determining the pro ration shall be as follows:

- a. An employee's average daily hours of work shall be calculated from annual hours of work.
- b. The employee's average daily hours of work shall be multiplied by the rate of earnings specified in Section 5.01 above to determine annual hours of vacation.
- c. Annual hours of vacation shall be rounded to the nearest one-half hour.

Clerk-Receptionists do not earn vacation.

### 5.02 Scheduling Vacation

The District shall designate vacation periods by job title or work location during which employees may select their vacations. The designated periods shall provide each employee the opportunity

to use his/her vacation. Employees shall be entitled to select their vacations during periods so designated in a manner which shall allow those with the greatest seniority first choice. Vacations will be permitted during the school year in accordance with this provision and the requirements of the school functions. Requests for vacation shall not be unreasonably denied.

The Employer agrees to provide each employee an opportunity to use all earned vacation credits annually and employees are encouraged to use vacation in extended periods of several days. This provision shall not, however, preclude variations in the use of vacation according to peculiar individual circumstances provided such variations shall be agreed to by the District.

### **5.03 Vacation Carryover**

Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one calendar year to another, except by recommendation of the employee's supervisor and approval of Human Resources.

In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to May 31 of the next year. In addition to the five (5) carryover days, an employee may request to deposit a maximum of five (5) unused vacation days in his/her sick leave account.

A request to carryover or deposit in an employee's sick leave account must be made not later than 5:00 p.m. on December 10.

# SECTION 6

## HOLIDAYS

### 6.01 Holidays Defined

Employees shall be entitled to the following days off with pay or a compensatory day off in lieu thereof. Employees who job share and who otherwise meet the eligibility criteria to receive holiday pay shall each receive one-half of a day's pay at their regular rate.

New Year's Day; Birthday of Martin Luther King Jr.; Memorial Day; Independence Day (not for 9- or 10-month employees)\*\*; Labor Day; Thanksgiving Day; Day after Thanksgiving; December 24; December 25; December 31; two floating holidays with the permission of the employee's supervisor as to the date (These holidays are not carried over to the next calendar year.); and \*one floating holiday for 12 month bargaining unit employees to be taken between June 15 and August 15 with the permission of the employee's supervisor as to date.

\* Employees hired between July 1 and December 31 will be able to carry over the floating holiday due to restrictions contained in herein.

\*\* Ten-month clerical employees working in the District's summer school program who work the last working day before and the first working day after July 4 will receive pay for said day when it falls on a weekday.

Clerk-Receptionists who work in the pay period the holiday falls in and work their last scheduled shift the day before and their first scheduled shift the day after the holiday, or are off on account of an excused absence, shall be paid for the same number of hours they would have worked if the day had not been a holiday for the following holidays:

Labor Day; Thanksgiving Day; Day after Thanksgiving; December 24; December 25; December 31; New Year's Day; Martin Luther King Jr. Day; the first Friday of spring break; and Memorial Day

If December 25 or New Year's Day fall on Saturday, either the previous Thursday or the following Monday shall be paid days off work to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar. Independence Day shall be observed as a paid day off on the day designated by Congress.

In the event that December 25 and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar.

### 6.02 Work on a Holiday

Should an employee be required to work on any of the holidays listed in Section 6.01 above, such employees shall receive double time for hours worked in addition to holiday pay or compensatory time off at a straight time rate.

### **6.03 Holidays Falling on Day Off**

If any of the holidays in Section 6.01 fall on the employees' scheduled day off, the employees shall be given another day off at a time which is agreeable to the employee and his/her supervisor.

### **6.04 Eligibility for Holiday**

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by his/her supervisor. Employees on unpaid leave of absence are not eligible for holiday pay if the holiday falls during the absence period. An employee is not eligible for a floating holiday during the first six months of employment.

# SECTION 7

## COMPENSATION

### 7.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 7.02 Wage Schedule Placement

Employees shall be hired at Step 1 of the base or any step above in the pay range for the classification for which they are hired. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed. Salary increments increases to Step 3, 4 and 5 shall be made annually at the start of the payroll period in which the required length of service is completed.

Employees who are promoted shall be placed on the step in the new pay grade that provides an increase of pay of at least seventy dollars (\$70) per biweekly pay period over the employee's present wage rate. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed and shall be advanced one step annually thereafter until they reach Step 5 of their classification pay range.

Employees who transfer laterally to another position or job title in the same salary range shall receive salary increment increases as though no transfer had been made.

Employees who are demoted because of reorganization or for other reasons beyond their control shall retain their present salary and shall continue to be eligible for annual step and negotiated adjustments.

### 7.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Worker's Compensation Act.

The longevity percentage payments, calculated to the nearest dollar shall be:

- |     |                             |       |                            |
|-----|-----------------------------|-------|----------------------------|
| 1)  | At beginning of 49th month  | 3%    | increase over base salary. |
| 2)  | At beginning of 80th month  | 4.5%  | increase over base salary. |
| 3)  | At beginning of 109th month | 6%    | increase over base salary. |
| 4)  | At beginning of 134th month | 7%    | increase over base salary. |
| 5)  | At beginning of 157th month | 8%    | increase over base salary. |
| 6)  | At beginning of 181st month | 9%    | increase over base salary. |
| 7)  | At beginning of 205th month | 10%   | increase over base salary. |
| 8)  | At beginning of 229th month | 11%   | increase over base salary. |
| 9)  | At beginning of 253rd month | 11.5% | increase over base salary. |
| 10) | At beginning of 280th month | 12%   | increase over base salary. |
| 11) | At beginning of 304th month | 13%   | increase over base salary. |

Longevity pay shall be added to an employee's base pay and shall be considered as part of base pay.

Longevity payments shall be effective on the first day of the biweekly pay period in which the required length of service is completed. Ten-month employees shall only be credited with ten (10) months of service in any one-year period for the purpose of determining their placement on the longevity pay schedule. Nine-month employees shall only be credited with nine (9) months of service in any one-year period for the purpose of determining their placement on the longevity pay schedule. Employees who work beyond their nine (9) or ten (10) month schedule shall receive longevity credit for their additional service.

#### **7.04 Service Bonus**

Employees on the payroll system in an active paid status on their anniversary date shall receive a Service Bonus in accordance with the following schedule:

- |                           |         |
|---------------------------|---------|
| a. 300 months of service: | \$1,000 |
| b. 324 months of service: | \$1,000 |
| c. 348 months of service: | \$1,250 |
| d. 372 months of service: | \$1,500 |

The Service Bonus shall be paid to the employee on a separate check following the employee's anniversary date. Taxes will be withheld at the employee's normal withholding rate.

#### **7.05 Out-of-Classification Pay**

Any employee who is assigned to a job classified in a higher pay range than his/her own for two (2) consecutive days or more shall receive forty cents (\$.40) per hour when the assigned job is one (1) pay range higher than his/her own; fifty cents (\$.50) per hour when two ranges higher and twenty five cents (\$.25) per hour for each additional pay range. Such assignments as are made shall be in writing.

#### **7.06 Undesirable Hours Premium Pay**

The undesirable hours periods shall be defined as any time between 6:00 p.m. of one day and 6:00 a.m. of the following day on weekdays except when overtime is paid or compensatory time is given.

Employees as part of their regular shift, working during any of the above defined undesirable hours shall receive an additional sixty cents (\$.60) per hour for each hour worked; however, employees receiving time and one half shall not also receive premium pay.

#### **7.07 Uniforms**

In the event that any employee shall be required as a condition of his/her employment to wear any particular kind of uniform or other special clothing, identification patch or material, or any protective gear or device, such uniform, special clothing, identification, or protective gear shall be furnished by the District.

## 7.08 Job Reclassification

In the event the content of an existing job classification changes sufficiently to merit consideration for reclassification, an employee may initiate a written request to the District for reclassification. Immediately upon written request of an employee for reclassification, the District shall provide said employee with all forms/documents necessary to initiate said reclassification request.

The reclassification request shall be submitted in writing with supportive rationale to the office of Human Resources. Said requests will then be forwarded to the Job Evaluation Committee. The Job Evaluation Committee shall consist of two (2) representatives designated by the District and two (2) representatives designated by the unit.

The Human Resources Department shall convene the Committee appointees within 45 days following the Human Resources Department's receipt of the position analysis questionnaire. Copies of the reclassification requests, the position analysis questionnaires completed for the position, the detailed analysis of the position analysis questionnaire including all scoring of the document, and the recommendation of the Human Resources Department shall be provided to Committee appointees not later than five (5) days prior to the scheduled Committee meeting.

The Committee shall, when at all possible, agree on the placement of the job classification in a salary range which is, in the opinion of the majority of the Committee, in proper relation to and commensurate with other job classifications within this unit, at the time of the meeting. Should additional information be requested by any of the Committee members prior to deciding on the recommendation, an additional thirty (30) days shall be granted in which the information shall be collected, the committee reconvened, and a decision on the recommendation made.

If no agreement is reached among a majority of the Committee's members, the Committee shall request that the WERC supply an individual to mediate the dispute and, if necessary, to cast the deciding vote relative to the reclassification request and placement of the job classification in a salary range. Any adjustment will be paid retroactively commencing with the beginning of the first pay period following the reclassification request. The reclassification wage placement will be in the new grade at the same step as the previous pay grade. The employee will maintain his/her current anniversary date for salary increment increases.

There shall be a career ladder progression for Micro Computing Technicians and Specialist:  
<https://hr.madison.k12.wi.us/files/hr/tech-career-ladder.pdf>

# **SECTION 8**

## **PERSONAL ILLNESS LEAVE**

### **8.01 Accrual of Leave**

Personal illness leave shall be earned by each employee at the rate of one half day biweekly and credited to the employee's personal illness leave account, except that during each biweekly payroll period an employee will not accumulate one half day of personal illness leave if the employee has not worked or otherwise has not been credited with at least one half of the total number of work days in each biweekly payroll period. The employee may use the personal illness leave earned in the pay period in which it is earned.

### **8.02 Use of Other Leave**

Employees may elect to use earned vacation or other earned compensatory time to extend their personal illness leave with pay when such time off with pay is due them and they have exhausted their personal illness leave.

### **8.03 Short-Term Unpaid Leave**

Employees may receive a leave of absence without pay for periods of ten (10) or less days upon receipt of verbal approval of the Department or Division Head.



# SECTION 9 INSURANCES

## 9.01 Dental Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

## 9.02 Health Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Group insurance coverage shall be available the first day of the month following one (1) month of employment.

Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce, or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

### Contribution

The District currently offers at no cost to the employee, the option of membership in one of at least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan and Unity. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the provided HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

### **9.03 Life Insurance**

#### **Eligibility**

Group life insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one (1) month of employment. The District will provide new hires with application forms so they may enroll should they wish such coverage, along with other initial employment materials. An employee may enroll within one (1) month after becoming eligible for such coverage without having to provide evidence of insurability.

#### **Contribution**

The District shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

### **9.04 Long-Term Care Insurance**

#### **Eligibility**

Employees who are employed nineteen (19) hours or more per week are eligible for long-term care insurance provided they make application within thirty (30) days of employment.

#### **Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

### **9.05 Long-Term Disability Insurance**

#### **Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long-term disability insurance coverage.

#### **Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

# **SECTION 10**

## **EMPLOYEE EVALUATIONS**

### **10.01 Evaluation**

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

### **10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

### **10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

### **10.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# **SECTION 11**

## **RESIGNATION FROM EMPLOYMENT**

Resignation from employment must be submitted to the Human Resources Department as soon as the employee knows he/she will quit the District's employ, but not later than four (4) weeks prior to the next scheduled day of work. Any employee who fails to give written notice at least four (4) weeks prior to the next scheduled day of work shall pay to the District one hundred dollars (\$100) as liquidated damages for the failure to give such notice. It is mutually agreed that said sum is a reasonable estimate of the actual damages caused by the failure to give such notice and actual damages are difficult to ascertain. The liquidated damages will be deducted from the employee's last paycheck(s).

# **SECTION 12**

## **POST-EMPLOYMENT BENEFITS**

### **12.01 Accrued Benefits**

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime/compensatory time credits as approved and recorded on the District payroll system.

### **12.02 Retirement Sick Leave Payment**

Employees who retire, have any District insurance coverages (life, dental, hospital, surgical, and medical group insurance plan or Medicare supplement) as of January 1 of the year preceding the year in which the employee retires, are over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of their accumulated unused sick leave credits up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, hospital, surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

If a retired employee dies and is receiving benefits under this section, his/her spouse will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

1. Said funds are exhausted;
2. The spouse/partner elects to discontinue coverage in the District benefits programs;

3. The spouse/partner dies; or
4. The spouse/partner remarries.

Employees who (1) retire; (2) have spouses actively employed by the District at the time of retirement; and (3) transfer to their spouse's District coverage, may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available to employees at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

The value of the accumulated unused sick leave of an employee who dies after reaching age 55 but before retirement and at the time of death has a spouse working for the District, shall be held in a separate account and will be accessible to such employee's surviving spouse when he/she retires from District employment.

Eligible retirees (over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund) may continue in the health and dental insurance plan(s) currently available through the Handbook provided they pay 100% of the premiums for same directly to the insurance carrier.

Employees eligible for disability retirement benefits (i.e. Wisconsin Retirement System or Social Security) may continue in the insurance plan(s) currently available through the Handbook provided they pay the full monthly premium.

### **12.03 Reemployment after Retirement**

With the effective date of retirement, an employee forfeits all rights to, or expectation of, re-employment with the District. A retired employee who is re-employed in this unit in the same classification by the District shall be compensated at that salary grade and step which the employee was earning at the time of his/her retirement. A retired employee who is re-employed in this unit shall be given credit for the employee's total months of service with District for the provisions of the Handbook related to wages, vacation and longevity.

A retired employee who is employed by the District as a substitute for an employee in this unit shall be compensated at that salary grade and step which said employee was earning at the time of his/her retirement.

# SECTION 13

## SUBSTITUTES

### 13.01 Application of Addendum

Only Sections 1.02, 1.03, 1.04, 1.05, 1.06, 1.08 and 7.06 of this Addendum are applicable to substitute clerical, technical and secretarial employees.

### 13.02 Compensation

#### Hourly Rate

Substitute clerical, technical and secretarial employees shall be compensated at an hourly rate equal to the Grade 1, Step 1, biweekly base salary multiplied by .0125696.

#### Long-Term Rate

A substitute clerical, technical or secretarial employee who works a minimum of seven (7) consecutive work days for the same regular employee shall be paid the hourly rate equal to the Grade 1, Step 1, biweekly base salary multiplied by .0133591.

A substitute clerical, technical, or secretarial employee who works a minimum of thirty (30) consecutive work days for the same regular employee shall be paid the hourly rate equal to Step 1 of the pay grade in which the regular employee is assigned.

A retired member of the SEE unit who substitutes as a clerical, technical or secretarial employee shall be paid at the salary grade and step which the employee was earning at the time of his/her retirement.

#### Call-In Pay

A substitute employee who is called in error for an assignment and reports to said assignment and is not subsequently reassigned, shall receive one-half (.5) of the applicable per diem rate. Should the substitute be reassigned to another school or work location for that day, said substitute shall be reimbursed for mileage between the original and subsequent school to which the employee is assigned.

### 13.03 Insurance

Substitute employees may enroll with the Group Health Insurance program currently available through the Handbook provided they pay one hundred percent (100%) of the premiums for same directly to the insurance carrier.

### 13.04 Probationary Period

Following successful completion of probation, substitute, technical or secretarial employees shall not be terminated without cause. The probationary period shall be defined as sixty (60) working days within a three (3) year period. The employee would stay on probationary status if the employee does not work a total of sixty (60) days within a three (3) year period.

# **SECTION 14**

## **LIMITED TERM EMPLOYEES**

### **14.01 Definitions**

“Limited Term” is defined, for purposes of this Addendum, as SEE unit work which extends for ten (10) weeks or less.

“Extended Limited Term” is defined, for purposes of this Addendum, as SEE unit work which is greater than ten (10) weeks but no more than one school year, which is funded with one-time funds, and with no expectation of continuing funding. The District shall not employ more than seven (7) extended limited term employees (inclusive of any personnel employed through a temporary agency) per year under this clause.

### **14.02 Applicable Provisions**

Substitute clerical/technical/secretarial employees, and personnel employed through temporary agencies are specifically excluded from the provisions of this Section.

None of the provisions of this Addendum B apply to persons who perform SEE unit work as a limited term or extended limited term basis except the following:

1. Section 15.01
2. Persons who perform SEE unit work on a limited term basis shall be paid at least Step 1 of the appropriate pay grade for the classification in which the work is performed.
3. Extended Limited Term Employees, who at the time of hire are expected to work a minimum of ninety (90) days, shall also be eligible for group health and dental insurance pursuant to the terms of Sections 9.01 and 9.02.

### **14.03 Assignment of Work**

Secretarial, clerical, technical and related office duties shall, whenever practicable, first be offered, within the department at which the duties arise, to regular unit employees having the necessary qualifications and current ability to provide the type of limited term work available. In the event a regular unit employee accepts the duties offered to him/her under this clause, Undesirable Hours Premium Pay shall not be applicable; however, the regular unit employee member may be subject to the overtime/compensatory time provisions. Work under this clause may be reduced or withdrawn from the regular unit employee, or eliminated altogether, at any time without notice or appeal.

# **SECTION 15**

## **MISCELLANEOUS**

### **15.01 District Employee Hired Into the Unit**

A District employee hired into unit from outside the unit but as a District employee shall have the following rules applicable:

1. The employee's seniority within the unit for purposes of wages, promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit.
2. The employee shall be given credit for the employee's total months of service from the date of original hire in the District for vacation and longevity.
3. "Date of original hire" means the employee's last date of hire followed by continuous service. Sick leave will be converted based on dollar value of earned days/hours from the previous position to the new position.
4. The employee's "total years of service" as used in this section means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
5. District employees hired new to this unit shall serve the probationary period for this unit set forth in Section 4.01 of this Addendum.

### **15.02 Sick Leave Payout**

Employees who prior to November 1, 2003 had earned sick leave in excess of one hundred fifty (150) days and elected to receive a cash sum equivalent to the employee's regular salary times the number of excess days will continue to receive such sick leave payout. This payment is to be made on the payday immediately preceding December 25. All employees who opted for this payment will have their excess sick leave paid and their sick leave balance reduced to one hundred-fifty (150) days as of the last payday immediately preceding December 25. The employees shall have the option to have such funds placed in a tax-sheltered annuity (TSA), subject to the limitations set forth in Section 5.04 of this Handbook. The election to receive the sick leave payout referenced above shall be applicable as long as said employee remains employed by the District (i.e. the decision is irreversible and the employee so electing cannot elect to accrue sick leave beyond one hundred fifty (150) days in the future).

### **15.03 Non-Union Clericals (NUCs)**

#### **Hours of Work/ Work Schedule**

The regular schedule of hours of work for all full time NUCs shall be eight (8) hours daily, excluding lunch time, Monday through Friday; forty (40) hours per week. The actual work schedule shall be determined by the supervisor in consultation with the employee. Overtime shall be defined as hours of work in excess of forty (40) hours per week. Compensation for all such time worked shall be at the rate of one and one-half the hourly rate. Employees may, by mutual consent with the District, take compensatory time off for overtime worked at the time and one-half rate provided such time off is taken at a mutually agreed upon time consistent with the current federal and state legislation.



**Standard for Discipline/Termination**

The NUC's supervisor is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. Copies of any disciplinary material(s) will be provided to the employee before such material is placed in the employee's personnel file.

**Application of Addendum B**

The following provisions of Addendum B are applicable to NUCs:

Sections 1.06 and 1.09; Sections 5.01 and 5.03; Section 6; Sections 7.01, 7.02 and 7.03; Section 8; Section 9; Section 10; Section 11; and Section 12.

# Addendum B, Appendix 1: SEE Unit Salary Schedule

SEE 15-16

Effective July 1, 2015 thru June 30, 2016

**15/16 Hourly Rates**

<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
-------------	-----------	-------------	-----------	-----------	-----------	-----------	------------	------------	--------------	------------	------------

**Grade 1**

1	15.66	16.13	16.36	16.60	16.76	16.91	17.07	17.23	17.38	17.46	17.54	17.70
2	16.25	16.74	16.98	17.23	17.39	17.55	17.71	17.88	18.04	18.12	18.20	18.36
3	16.93	17.44	17.69	17.95	18.12	18.28	18.45	18.62	18.79	18.88	18.96	19.13
4	17.57	18.10	18.36	18.62	18.80	18.98	19.15	19.33	19.50	19.59	19.68	19.85
5	18.32	18.87	19.14	19.42	19.60	19.79	19.97	20.15	20.34	20.43	20.52	20.70

Cataloging Clerk - Intermediate  
Clerk  
Clerk - Receptionist  
Clerk Typist - Intermediate  
Clerk Typist - Transcriber  
Purchasing Clerk/Textbooks

**Grade 2**

1	16.25	16.74	16.98	17.23	17.39	17.55	17.71	17.88	18.04	18.12	18.20	18.36
2	16.93	17.44	17.69	17.95	18.12	18.28	18.45	18.62	18.79	18.88	18.96	19.13
3	17.57	18.10	18.36	18.62	18.80	18.98	19.15	19.33	19.50	19.59	19.68	19.85
4	18.32	18.87	19.14	19.42	19.60	19.79	19.97	20.15	20.34	20.43	20.52	20.70
5	19.02	19.59	19.88	20.16	20.35	20.54	20.73	20.92	21.11	21.21	21.30	21.49

Case Manager - Clerical  
Clerk Typist - Senior  
Mailroom Operations Clerk  
Media Processing Clerk

**Grade 3**

1	16.93	17.44	17.69	17.95	18.12	18.28	18.45	18.62	18.79	18.88	18.96	19.13
2	17.57	18.10	18.36	18.62	18.80	18.98	19.15	19.33	19.50	19.59	19.68	19.85
3	18.32	18.87	19.14	19.42	19.60	19.79	19.97	20.15	20.34	20.43	20.52	20.70
4	19.02	19.59	19.88	20.16	20.35	20.54	20.73	20.92	21.11	21.21	21.30	21.49
5	19.81	20.40	20.70	21.00	21.20	21.39	21.59	21.79	21.99	22.09	22.19	22.39

Clerk Typist - Senior/Middle School  
File Clerk - Receptionist  
Materials Handling Clerk  
Media Clerk  
Program Assistant  
Purchasing Clerk - Senior

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Grade 4</u></b>												
1	17.86	18.40	18.66	18.93	19.11	19.29	19.47	19.65	19.82	19.91	20.00	20.18
2	18.58	19.14	19.42	19.69	19.88	20.07	20.25	20.44	20.62	20.72	20.81	21.00
3	19.29	19.87	20.16	20.45	20.64	20.83	21.03	21.22	21.41	21.51	21.60	21.80
4	20.09	20.69	20.99	21.30	21.50	21.70	21.90	22.10	22.30	22.40	22.50	22.70
5	20.88	21.51	21.82	22.13	22.34	22.55	22.76	22.97	23.18	23.28	23.39	23.59

Accounting Clerk  
 Administrative Clerk  
 Clerk - Sub Placement  
 Data Coordinator  
 Program Assistant - Senior

<b><u>Grade 5</u></b>												
1	18.90	19.47	19.75	20.03	20.22	20.41	20.60	20.79	20.98	21.07	21.17	21.36
2	19.66	20.25	20.54	20.84	21.04	21.23	21.43	21.63	21.82	21.92	22.02	22.22
3	20.46	21.07	21.38	21.69	21.89	22.10	22.30	22.51	22.71	22.81	22.92	23.12
4	21.27	21.91	22.23	22.55	22.76	22.97	23.18	23.40	23.61	23.72	23.82	24.04
5	22.14	22.80	23.14	23.47	23.69	23.91	24.13	24.35	24.58	24.69	24.80	25.02

Accounting Clerk - Intermediate  
 Administrative Clerk - Intermediate  
 Administrative Clerk - Purchasing  
 Administrative Clerk I HS - Guidance  
 Communications Specialist  
 Documentation Reproduction Specialist  
 Micro Computing Technician I  
 Payroll Specialist I  
 Secretary  
 Secretary - Athletic Department

<b><u>Grade 6</u></b>												
1	20.35	20.96	21.27	21.57	21.77	21.98	22.18	22.39	22.59	22.69	22.79	23.00
2	21.17	21.81	22.12	22.44	22.65	22.86	23.08	23.29	23.50	23.60	23.71	23.92
3	22.03	22.69	23.02	23.35	23.57	23.79	24.01	24.23	24.45	24.56	24.67	24.89
4	22.91	23.60	23.94	24.28	24.51	24.74	24.97	25.20	25.43	25.54	25.66	25.89
5	23.83	24.54	24.90	25.26	25.50	25.74	25.97	26.21	26.45	26.57	26.69	26.93

Administrative Clerk - Senior  
 Assistant to Expulsion Coordinator  
 Benefits Technician - Senior  
 Budget and Accounting Clerk  
 Computer Operator  
 Media Producer  
 Payroll Specialist II  
 Secretary - Intermediate

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Grade 7</u></b>												
1	21.71	22.36	22.69	23.01	23.23	23.45	23.66	23.88	24.10	24.21	24.32	24.53
2	22.57	23.25	23.59	23.92	24.15	24.38	24.60	24.83	25.05	25.17	25.28	25.50
3	23.48	24.18	24.54	24.89	25.12	25.36	25.59	25.83	26.06	26.18	26.30	26.53
4	24.41	25.14	25.51	25.87	26.12	26.36	26.61	26.85	27.10	27.22	27.34	27.58
5	25.37	26.13	26.51	26.89	27.15	27.40	27.65	27.91	28.16	28.29	28.41	28.67

Accounting Clerk - Senior  
 Administrative Clerk Senior - High School  
 Assistant - Budget/Planning & Accounting  
 Computer/Media Technician  
 Computer Operator - Lead  
 Instructional Program Account Specialist  
 Micro Computing Technician II  
 Payroll Specialist III  
 Programmer I  
 Purchasing Clerk - Lead  
 Research and Evaluation User Support Specialist  
 Secretary - Senior  
 Technology and Library Support Technician  
 Telecommunications Assistant

<b><u>Grade 8</u></b>												
1	23.16	23.85	24.20	24.55	24.78	25.01	25.24	25.48	25.71	25.82	25.94	26.17
2	24.07	24.79	25.15	25.51	25.75	26.00	26.24	26.48	26.72	26.84	26.96	27.20
3	25.03	25.78	26.16	26.53	26.78	27.03	27.28	27.53	27.78	27.91	28.03	28.28
4	26.00	26.78	27.17	27.56	27.82	28.08	28.34	28.60	28.86	28.99	29.12	29.38
5	27.09	27.90	28.31	28.72	28.99	29.26	29.53	29.80	30.07	30.21	30.34	30.61

Data Specialist  
 Electronic Repair Technician  
 Micro Computing Technician III  
 Programmer II  
 Transportation Coordinator  
 Web Design and Desktop Publisher  
 Quality Assurance Specialist  
 Research and Evaluation Technician

<b><u>Grade 9</u></b>												
1	24.67	25.41	25.78	26.15	26.40	26.64	26.89	27.14	27.38	27.51	27.63	27.88
2	25.65	26.42	26.80	27.19	27.45	27.70	27.96	28.22	28.47	28.60	28.73	28.98
3	26.70	27.50	27.90	28.30	28.57	28.84	29.10	29.37	29.64	29.77	29.90	30.17
4	27.76	28.59	29.01	29.43	29.70	29.98	30.26	30.54	30.81	30.95	31.09	31.37
5	28.83	29.69	30.13	30.56	30.85	31.14	31.42	31.71	32.00	32.15	32.29	32.58

Data Analyst/Report Writer  
 Enrollment Specialist  
 Micro Computing Specialist I  
 Programmer - Senior  
 Micro Computing Technician IV

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Grade 10</u></b>												
1	26.34	27.13	27.53	27.92	28.18	28.45	28.71	28.97	29.24	29.37	29.50	29.76
2	27.35	28.17	28.58	28.99	29.26	29.54	29.81	30.09	30.36	30.50	30.63	30.91
3	28.67	29.53	29.96	30.39	30.68	30.96	31.25	31.54	31.82	31.97	32.11	32.40
4	29.54	30.43	30.87	31.31	31.61	31.90	32.20	32.49	32.79	32.94	33.08	33.38
5	30.75	31.67	32.13	32.60	32.90	33.21	33.52	33.83	34.13	34.29	34.44	34.75

**User Services Specialist**

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Grade 11</u></b>												
1	28.01	28.85	29.27	29.69	29.97	30.25	30.53	30.81	31.09	31.23	31.37	31.65
2	29.16	30.03	30.47	30.91	31.20	31.49	31.78	32.08	32.37	32.51	32.66	32.95
3	30.34	31.25	31.71	32.16	32.46	32.77	33.07	33.37	33.68	33.83	33.98	34.28
4	31.53	32.48	32.95	33.42	33.74	34.05	34.37	34.68	35.00	35.16	35.31	35.63
5	32.81	33.79	34.29	34.78	35.11	35.43	35.76	36.09	36.42	36.58	36.75	37.08

**Micro Computing Analyst  
Micro Computing Specialist II  
Programmer Analyst**

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Grade 12</u></b>												
1	29.82	30.71	31.16	31.61	31.91	32.21	32.50	32.80	33.10	33.25	33.40	33.70
2	31.02	31.95	32.42	32.88	33.19	33.50	33.81	34.12	34.43	34.59	34.74	35.05
3	32.26	33.23	33.71	34.20	34.52	34.84	35.16	35.49	35.81	35.97	36.13	36.45
4	33.55	34.56	35.06	35.56	35.90	36.23	36.57	36.91	37.24	37.41	37.58	37.91
5	34.90	35.95	36.47	36.99	37.34	37.69	38.04	38.39	38.74	38.91	39.09	39.44

**Application Support Specialist  
Research Analyst  
Systems Programmer**

# ADDENDUM C – FOOD SERVICE EMPLOYEES



# SECTION 1

## HOURS OF WORK AND WORK SCHEDULE

### 1.01 Regular Workday and Starting and Ending Times

The District shall establish a regular schedule of hours for each employee. Such schedules shall be written and posted and shall be for periods of not less than one (1) week. Any change in the schedule shall be posted one (1) week in advance of the first effective date of the changed schedule. Schedules will be established and posted except for the weeks before school opening, prior to school year, holiday or convention dates and prior to end of a school year.

Employees shall be notified in writing on or about August 1 of their starting school year work assignments (number of hours, work location and classifications). The District shall retain its right to make changes to said assignments during the school year.

Food Service Floater employees will be scheduled for a minimum of twenty (20) hours per week, if the employee desires. Any Floater who desires to be scheduled less than twenty (20) hours must notify the Director of Food Services prior to the start of the school year.

Should individual schools, or one of the three classes of schools (elementary, middle, or high), cancel classes due to an inservice, the affected employees will be offered work at alternate locations. Districtwide inservice days are exempt from this section.

### 1.02 Additional Hours and Overtime

Overtime shall be defined as hours of work in excess of eight (8) hours per day or forty (40) hours per week. All such time shall be paid for at the rate of one and one-half the hourly rate.

### 1.03 Compensatory Time Off

Employees may by mutual consent with the District elect to be compensated for overtime work by taking compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Earned compensatory time shall be taken at a time chosen by the employee subject to the approval of the employer, which shall not be unreasonably denied.

### 1.04 Lunch and Break Periods

All schedules shall include "on-the-clock" break times and/or lunch periods as hereinafter provided:

- a. Less than two (2) hours - no break.
- b. Less than four (4) hours - one (1) ten-minute break.
- c. Employees working between four (4) and six (6) hours shall have two (2) ten-minute breaks. (Breaks can be taken consecutively.)
- d. More than six (6) hours - two (2) ten-minute coffee breaks and a thirty-minute lunch break.

## **1.05 Special Events**

For special events, including special suppers and banquets, for which the District's food service program contracts for the delivery of services, employees shall, on a voluntary basis, be selected to work based on their seniority within the kitchen catering the event, provided they are qualified to perform the work. If additional volunteers are needed, the District, if possible, will employ unit employees from other kitchens.

## **1.06 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

## **1.07 Additional Hours**

When additional work hours are temporarily available, the most senior employee to volunteer within the classification in each work location whose regular assignment does not conflict with the time frame in which the additional hours are required, shall be given the additional work hours. If in the situation described in this section, there are no volunteers, then the Food Service Manager may require the junior qualified employee to work the additional hours.

Employees may request, one week in advance, to work days when school is not in session but the teaching staff is present when such employees would not ordinarily be assigned to work. Affected employees who request to work shall be reassigned to available work on those days based on seniority. This section is an exception to the notice provisions of 1.01 regarding the scheduling of regular hours.

## **1.08 Building Closing**

If a school building is closed and employees are sent home, each employee assigned to the closed site who has reported to work shall receive up to four (4) hours of pay for the number of hours assigned to the employee that day.



# **SECTION 2**

## **ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **2.01 Job Posting**

Whenever a vacancy occurs, either as a result of a termination, transfer or the creation of a new position, and the District intends to fill such position, notice of such vacancy shall be posted for five (5) working days. Job posting notices shall include the salary range, the work location, the minimum qualifications required of applicants, the procedure to be used to fill the position and other information which the employer deems necessary. Application forms shall be available to each employee. Such forms shall suggest that the applicant provide all information relative to his or her experience and training, related to the job applied for.

### **2.02 Selection Process**

*To Be Determined*

### **2.03 Trial Period**

#### 1. Definitions

- a. Promotion Shall mean the permanent advancement of an employee from a position in a pay range to a position in a higher pay range.
- b. Job Transfer Shall mean the permanent transfer of an employee from one geographic location (building) to another, and/or from one work shift to another, without change of job title or pay range.
- c. Lateral Transfer Shall mean the permanent transfer of an employee from one job title to another job title in the same pay range.
- d. Demotion Shall mean the permanent movement of an employee from a position in a pay range to another position in a lower pay range.
- e. Trial Period Shall mean the three (3) month period following the date of promotion or transfer wherein such employee shall be on a three (3) month trial period during which time the employee may be returned to a job in the same pay level from which he/she came without prejudice at the option of the employer or the employee.

#### 2. Application

Employees filling a position by virtue of promotion, lateral transfer, or demotion, when such demotion is at the request of the employee, shall serve a trial period of three (3) months.

# SECTION 3

## REDUCTION IN HOURS, LAYOFF AND RECALL

### 3.01 Reduction in Force

If an employee's regularly scheduled position is reduced from a position of nineteen (19) hours or more to a position of less than nineteen (19) hours, that employee shall have a right to a benefits-eligible position for which he/she is qualified, occupied by the least senior employee in the District (the least senior benefits-eligible position must be from an equal classification or lower range position). The employee displaced by this action shall be reassigned to the least senior position in the District for which he/she is qualified. The least senior person displaced by this process may be subject to the layoff process set forth below.

Whenever a reduction in employees is required within the sole judgment of the employer because of a shortage of funds or work or a material change of duties and organization, such employee shall be laid off in inverse order of length of service with the employer provided that the remaining employees are capable of carrying out the required duties. Employees who are laid off shall have the right, according to seniority, to displace junior employees in their pay range or lower pay ranges in positions for which they are qualified.

### 3.02 Reemployment Period

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### 3.03 Reemployment Procedure

Employees laid off through no fault of their own shall be placed on reemployment lists for their classes of positions. Employees on the reemployment lists shall be given preference in the order of their seniority over all new applicants for all positions for which they are qualified. Employees reemployed within twenty-four (24) months shall return to the same step in the salary range they had attained prior to being laid off, and shall receive full credit for all prior service, but shall not receive credit for the time during which they were separated.

### 3.04 Insurance Benefits

**Health Insurance Benefits During Layoff:** An employee on layoff status may continue group health insurance coverage available through the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

# **SECTION 4**

## **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All new employees shall be on probation for the first six (6) months of employment and shall during that period, have all the rights provided herein except the right to appeal a suspension or termination. Any employee who is retained beyond six (6) months shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status. A probationary period may be extended for a period of time not to exceed sixty (60) working days by mutual agreement of the employee and the District. In the event that an employee has not completed the probationary period at the end of the spring term of school and the District has decided that the employee is to be terminated prior to completion of the probationary period, notice will be provided to the employee at that time. The summer recess period shall not be counted as part of the probationary period; however, other school recess periods shall be counted.

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

Employees shall not be disciplined, suspended or terminated without good cause. A suspension shall not exceed twenty-one (21) calendar days. Written notice of the discipline, suspension, or termination and the reason or reasons for the action shall be given to the employee at the time of such action. Such discipline, suspension or termination shall be subject to the grievance procedure provisions in Section 4 of this Handbook, except probationary employees do not have the right to grieve a suspension or termination.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.

# **SECTION 5 HOLIDAYS**

## **5.01 Holidays Defined**

All employees shall receive Labor Day, Thanksgiving, the day after Thanksgiving, December 24, December 25, New Year's Day, Martin Luther King Jr. Day, the First Day of spring break, and Memorial Day as paid holidays.

## **5.02 Holiday Pay**

The holiday pay shall be for the number of hours normally worked by each employee.

## **5.03 Eligibility for Holiday**

All employees who work in the pay period in which the holiday falls and work their last scheduled shift before the holiday and their first scheduled shift after the holiday or have an excused absence from work, shall be entitled to regular holiday pay. An excused absence from work requires approval from the Food Service Director or the Food Service Director's designee in case the Director is absent.

## **5.04 Holiday Premium**

Should an employee be required to work on the holiday, such employee shall receive holiday pay in addition to time and one-half for all hours worked.

# SECTION 6

## COMPENSATION

### 6.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 6.02 Wage Schedule Placement

Newly hired employees shall normally be hired at the minimum step of the classification into which they are hired and shall be advanced to the next higher step in their classification upon completion of the probationary period. Employees who are hired at a step higher than minimum shall also be on probation and shall also advance to the next higher step in their classification upon completion of the probationary period.

Annually after the date of completion of probation employees shall be advanced one step in their classification pay range until the maximum step in the classification has been reached. Employees who are promoted shall be advanced to the probationary rate of the higher classification and upon completion of three (3) months in the higher classification shall be advanced to the maximum rate for the classification.

Employees who transfer laterally to another position or classification in the same salary range shall receive salary increment increases as though no transfer had been made.

**Demotion:** If demotion is at the request of the employee, the rate of pay shall be determined by using the same step in the lower pay range that had been attained in the higher pay range prior to the demotion. If demotion is for cause, the rate of pay after demotion shall be a rate of pay in the lower classification pay range which is determined in the Department of Human Resources subject to the employee's right to grieve pursuant to the grievance procedure provisions of Section 4 of this Handbook.

### 6.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively employed or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Worker's Compensation Act.

The longevity percentage payments, calculated to the nearest dollar, shall be:

- |    |                                 |   |                                  |
|----|---------------------------------|---|----------------------------------|
| 1. | At beginning of 30th month      | - | 1% increase over base salary.    |
| 2. | At beginning of 50th month      | - | 2.5% increase over base salary.  |
| 3. | At beginning of 70th month      | - | 5% increase over base salary.    |
| 4. | At beginning of 100th month     | - | 7.5% increase over base salary.  |
| 5. | At the beginning of 150th month | - | 10% increase over base salary.   |
| 6. | At the beginning of 200th month | - | 12.5% increase over base salary. |
| 7. | At the beginning of 250th month | - | 15% increase over base salary.   |

Longevity payments shall be effective on the first day of the biweekly pay period in which the

required length of service is completed.

#### **6.04 Service Bonus**

Employees on the payroll system in an active paid status on their anniversary date shall receive a Service Bonus in accordance with the following schedule:

- |                           |         |
|---------------------------|---------|
| a. 300 months of service: | \$1,000 |
| b. 324 months of service: | \$1,000 |
| c. 348 months of service: | \$1,250 |
| d. 372 months of service: | \$1,500 |

The Service Bonus shall be paid to the employee on a separate check following the employee's anniversary date. Taxes will be withheld at the employee's normal withholding rate.

#### **6.05 Out-of-Classification Pay**

Any employee who is assigned to the work of a higher classified employee shall receive the rate of pay of the higher classified job which corresponds to the assigned employee's status (probationary or permanent) when such higher classified work is assigned for a minimum of two (2) hours.

#### **6.06 Undesirable Hours Premium Pay**

Employees shall receive undesirable hours premium pay as hereinafter defined. The undesirable hours shall be any time between 6:00 p.m. of one day and 6:00 a.m. of the following day on weekdays or any time on Sunday or a holiday.

Employees working during any of the above defined undesirable hours shall receive an additional dollar (\$1.00) per hour except when overtime is worked which shall be paid at the time and one-half pay rate.

Employees required to work extra hours resulting in a break from the regular work schedule shall receive an additional ninety (90) cents per hour for the extra assignment hours unless being paid at time and one-half rate or receiving the undesirable hours rate.

Employees who work beyond the end of the first portion of a split shift shall not qualify for the additional hourly pay on that day, unless there is at least one (1) hour unpaid break in service between shifts. Once an employee qualifies for the additional pay, they shall receive the additional pay for the remainder of the day.

#### **6.07 Uniforms**

Employees shall be entitled to reimbursement for designated clothing expenses not to exceed one hundred seventy-five (175) dollars per year. Employee clothing expense reimbursement must be evidenced by a sales receipt(s) for that clothing worn for Food Service work. New hires may use seventy-five (75) dollars of the uniform allowance to purchase a uniform and then use the remainder after the end of the probationary period. The employee must request reimbursement from the District no later than April 1 or within thirty (30) days following a newly hired employee's probationary period. The District shall provide shirts once per year for food

servers only. Such uniforms include shoes with non-skid soles, shirts, aprons, visors and pants, but shall exclude jeans, leggings and sweatpants. These uniforms shall be color compatible with other Food Service workers in the same building. Staff will vote on the color combination for the building. Food Service employees working at both the Food Production Center and a school shall wear the colors of the school. This provision applies only to employees who are required to wear uniforms. Food Service employees working at elementary schools shall be entitled to reimbursement for shoes with non-skid soles, not to exceed seventy-five dollars (\$75) per year. Uniforms will only be worn for work-related and incidental activities. The District shall contract with vendors to provide employee accounts for the purchase of uniforms. Employees may choose not to use an employee account to purchase uniforms and be reimbursed as indicated above.

## **SECTION 7 PERSONAL ILLNESS LEAVE**

### **7.01 Accrual of Leave**

Sick leave shall be earned by each employee at the rate of one (1) hour per twenty (20) hours of service, with a maximum accumulation of sick leave to be seven hundred twenty (720) hours. This is the equivalent of ninety (90) eight-hour days.

### **7.02 Sick Leave Payout**

Employees who accumulate sick leave in excess of seven hundred twenty (720) hours shall receive a cash sum equivalent to the employee's regular salary of the excess hours. This payment is to be made on the payday immediately preceding December 25. All employees eligible for this payment will have their excess sick leave paid and their sick leave balance reduced to seven hundred twenty (720) hours as of the last payday immediately preceding December 25.

Should an employee desire to place any amount of their annual excess sick leave earnings into their tax sheltered annuity program, they may do so by submitting an increase in salary reduction, pursuant to District procedures, prior to the payroll in which the excess sick leave is paid with a decrease in salary reduction to be effective the payroll after the excess sick leave is paid. These two changes will not count toward the annual limitation for changes.

# SECTION 8 INSURANCES

## 8.01 Dental Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

### Termination

When an employee's coverage under the group health insurance program terminates, so shall his/her coverage under this dental insurance program terminate.

## 8.02 Health Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Coverage for eligible employees shall begin on the first of the month following one month of employment if applications are submitted in a timely manner according to the current policy and procedure.

### Contribution

The employer will provide eligible employees with the option of selecting from more than one Health Maintenance Organization (HMO).

The District shall contribute 100% of the premium or premium equivalent cost for the single and family plan for participating employees.

The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by the three HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District may require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

## 8.03 Life Insurance

### Eligibility

Group life insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one (1) month of employment. Should a new employee wish to enroll in group life insurance, the District will provide new employees with application forms, along with other initial



employment materials. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.

**Contribution**

The District shall contribute 85% of the premium for basic group life insurance coverage for each employee who opts for coverage. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

**8.04 Long-Term Care Insurance**

**Eligibility**

Employees who are employed 19 hours or more per week are eligible for long-term care insurance provided they make application within thirty (30) days of employment.

**Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

**8.05 Long-Term Disability Insurance**

**Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided by the District at no cost to the employee.

# **SECTION 9**

## **EMPLOYEE EVALUATIONS**

### **9.01 Evaluation**

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

### **9.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

### **9.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

### **9.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **9.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# SECTION 10

## POST-EMPLOYMENT BENEFITS

### 10.01 Retirement Sick Leave Payment

Employees who retire and who receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities, and have any district insurance coverages (life, dental, group health insurance plan or Medicare supplement) shall receive the equivalent value of their accumulated unused sick leave credits up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life insurance, dental insurance, and the hospital, surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

If an employee who is qualified to retire and receive Social Security benefits or Wisconsin Retirement Fund Annuity payments or other public employment fund annuities, dies prior to retirement, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. In addition, if an employee who is younger than age 55 but has at least fifteen (15) years of employment with the District dies, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. If there is no spouse, then the remaining balance shall revert to the estate.

If a retired employee dies and is receiving benefits under this section, his/her spouse will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

1. Said funds are exhausted;
2. The spouse elects to discontinue coverage in the District benefit programs;
3. The spouse dies; or
4. The spouse remarries.

Employees who (1) retire; (2) have spouses actively employed by the District at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the collective bargaining agreement at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

# **SECTION 11**

## **MISCELLANEOUS**

### **11.01 Seniority**

Probationary employees shall not acquire or accumulate seniority while on probation, but upon completion of the probationary period shall have their anniversary date established as the original date of last hire and shall be given credit for all time followed by continuous service, except that any time spent on layoff without pay in excess of thirty (30) days (except military service) shall not be counted as part of total service. In the event that a seniority-based employment decision involves two (2) or more employees with the same seniority, the tie shall be broken by lot. It is understood that the result of the broken tie shall be applicable to that employment decision; future such seniority-based employment decisions shall require a separate tie break.

### **11.02 Food Service Summer Program**

All summer Food Service positions shall be posted and filled pursuant to the District's extended employment procedures for summer employment. The District shall post summer positions no later than April 1, and the selection and notification process shall be completed by April 15 each year. All posted positions shall be for the entire summer program period except for Food Service Worker 2 and Floater positions which shall be split into two (2) sessions for the summer. Employees may apply for positions both at the Food Processing Center and at other Food Service locations. If an employee leaves employment during a summer session, the District may replace the employee without reposting the position, utilizing the previous postings. Food Service employees who work in the Summer Food Service Program shall receive all benefits currently then available as stated herein. Employees working as Food Service Worker 2 or Floater for one (1) session shall be entitled to take two (2) days off without pay during the session; employees working as Food Service Worker 2 or Floater for both sessions and other employees working the entire summer may take four (4) days off without pay during the summer. Floaters are guaranteed twenty (20) hours of work per pay period.

### **11.03 Substitutes**

Substitute Food Service employees shall be compensated at the hourly rate of \$11.03 per hour. Section 1.04 shall be applicable to substitutes. No other provisions herein shall be applicable to substitutes.

Former Food Service employees who have separated or retired from District employment in good standing shall be compensated at the hourly rate reflected in their final paycheck from the District, but no less than the rate specified above.

# Addendum C, Appendix 1: Food Services Salary Schedule

FOOD SERVICE SALARY SCHEDULE  
Effective July 1, 2015 Through June 30, 2016

## Hourly Pay Rates

Range	Classification	Starting Rate (Probation)	After 6 Months Rate (Non-Probation)	Longevity Pay Pursuant to Article 5.05						
				1%	2.5%	5%	7.5%	10%	12.5%	15%
5	Food Service Worker II Food Service Floater	\$13.35		13.48	13.68	14.01	14.35	14.68	15.01	15.35
			14.12	14.26	14.47	14.83	15.18	15.53	15.89	16.24
6	Food Service Worker III	\$14.23		14.37	14.59	14.94	15.30	15.65	16.01	16.37
			14.46	14.61	14.82	15.19	15.55	15.91	16.27	16.63
7	Cook I Baker I	\$14.89		15.04	15.27	15.64	16.01	16.38	16.76	17.13
			15.16	15.31	15.53	15.91	16.29	16.67	17.05	17.43
8		\$15.28		15.43	15.66	16.04	16.42	16.80	17.19	17.57
			15.64	15.79	16.03	16.42	16.81	17.20	17.59	17.98
9	Baker II Cook II Lead FSW IV	\$16.04		16.20	16.44	16.84	17.24	17.64	18.04	18.45
			16.62	16.79	17.04	17.45	17.87	18.29	18.70	19.12
10	Lead Cook Lead Baker Kitchen Coordinator	\$18.54		18.73	19.01	19.47	19.93	20.40	20.86	21.32
			19.16	19.35	19.63	20.11	20.59	21.07	21.55	22.03
	0.25% raise Substitute Hourly Rate:	\$10.92	11.09							

# ADDENDUM D – CUSTODIAL EMPLOYEES



# **SECTION 1**

## **HOURS OF WORK AND WORK SCHEDULE**

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

All employees shall work a regular forty (40) hour week excluding Sundays, as per a posted schedule for each classification of employee. Such schedule shall be no more than five (5) consecutive days on either a Monday-Friday or Tuesday-Saturday basis and shall be exclusive of building checks and emergencies beyond the District's control. Such regular schedule shall be established at least one (1) week in advance.

If a custodian is the only custodian on a day shift in a building, then the custodian shall generally start his/her shift at 6:10 a.m. and end at 2:10 p.m., unless the schedule is changed pursuant to this section, and have a twenty-minute mid-shift paid lunch break which shall be part of their scheduled eight (8) hour shift during which time they shall remain on the premises and shall perform duties requiring immediate attention.

Custodial workers who have no regularly assigned work locations (substitute) shall work the hours assigned them on a day by day basis and their hours of work and lunch period shall be determined in accordance with those of the employee for which they are substituting. Substitutes who are assigned the 10:00 P.M. to 6:00 A.M. shift shall not need to call in for an assignment prior to 1:00 P.M. This provision shall not apply in those emergencies beyond the District's control.

Employees shall be allowed to clean up prior to the end of their shift, using the employer's facilities.

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

Overtime shall be defined as hours of work in excess of eight (8) hours per day or forty (40) hours paid per week. All such time shall be paid for at the rate of one and one half the hourly rate.

### **1.03 Compensatory Time Off**

Employees may by mutual consent with the District, take compensatory time off for overtime worked at the time and one-half rate provided such time off is taken within four (4) pay periods following the pay period in which it was earned. In the alternative, employer approved compensatory time may be taken at a mutually agreed upon time when school is not in session, provided it is taken within the calendar year and requests for said compensatory time to be taken during non-student days will not be unreasonably denied.

### **1.04 Lunch Period**

Employees scheduled to start work before 10:00 A.M. daily shall have a thirty (30) minute noon lunch break for which they shall not be paid. Full time employees scheduled to work at 10:00 A.M. or thereafter daily shall have a twenty (20) minute mid-shift lunch break which shall be part of their scheduled eight (8) hour shift and for which they shall be paid and during which

time they shall be required to remain on the premises. Full time maintenance workers in the high schools who are scheduled to work before 10:00 A.M. on Saturdays shall have a twenty-minute mid-shift lunch break which shall be part of their scheduled eight (8) hour shift and for which they shall be paid and during which time they shall be required to remain on the premises.

### **1.05 Breaks**

Employees shall be allowed one (1) twenty-minute or two (2) ten-minute coffee breaks each day. For overtime worked, the employee shall be entitled to a ten-minute rest break for each four hours to be taken during the overtime after two hours of work are completed.

### **1.06 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

### **1.07 Call-In Pay**

Employees who may be called in to work at other than a regularly scheduled time shall be entitled to two (2) hours' work or pay therefore, at the rate of one and one-half (1 1/2) times their regular hourly rate, except that call-ins for Sunday work with less than 24 hours notice shall be paid at double time. The two (2) hour minimum shall not apply to hours consecutively prior to the employee's regular starting time or hours consecutively following the employee's regular quitting time. All building checks shall also be subject to the provisions of this section. In the event that the call-in time worked is equal to or exceeds two (2) hours, then the employee shall be entitled to an additional 15 minutes of overtime pay to compensate for travel time to the work site.

### **1.08 Snow Days or Emergency Situations**

Should there be extreme weather conditions causing a "snow day", each employee is expected to arrive at his/her work station as scheduled. Tardiness on such days not to exceed one hour will be permitted without penalty. Tardiness in excess of one hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one hour may be compensated by the employee's request in writing to the employee's supervisor to use vacation or compensatory time.

Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, custodial employees will remain at or report to their regular work stations and, if warranted, may be reassigned. If reassigned, employees will receive mileage allowance for the initial reassignment.



# SECTION 2

## ASSIGNMENTS, VACANCIES AND TRANSFERS

### 2.01 Job Posting

When a vacancy occurs as a result of termination, promotion, demotion, transfer or the creation of a new position, except in an administrative transfer situation, when said transfer is not for arbitrary or capricious reasons, and the employer intends to fill such position, notice of such vacancy shall be posted for four (4) working days. The four (4) working days shall include days in two successive weeks. Job posting notices shall include the wage range, the work location, the minimum qualifications required of applicants, the procedure to be used to fill the position and other information which the Employer deems necessary. Application forms shall be available to each employee. Such forms shall suggest that the applicant provide all information relative to his or her experience and training, related to the job applied for.

### 2.02 Selection Process

*To Be Determined*

### 2.03 Trial Period

#### 1. Definitions

- a. Promotion Shall mean the permanent advancement of an employee from a position in a pay range to a position in a higher pay range.
- b. Job Transfer Shall mean the permanent transfer of an employee from one department or division to another or from one geographic location to another and/or from one work shift to another without change of job title or pay range.
- c. Lateral Transfer Shall mean the permanent transfer of an employee from one job title to another job title in the same pay range.
- d. Demotion Shall mean the permanent movement of an employee from a position in a pay range to another position in a lower pay range.
- e. Trial Period Shall mean the three (3) month period following the date of promotion or transfer wherein such employee shall be on a three (3) month trial period during which time the employee may be returned to a job in the same pay level from which he/she came without prejudice at the option of the Employer or the employee. Additional pay increments that may be due a promoted employee shall not be due prior to the completion of six (6) months in the higher classified position.

#### 2. Application

- a. Employees who receive a job transfer appointment to a vacancy shall serve no trial period and the appointment shall be considered permanent. Employees transferred under this section shall remain in the location to which they are transferred for at

least four (4) months and will not be eligible to apply for transfer until the end of this four (4) month period. Employees are limited to no more than two transfers per person in any 12 month period.

- b. Employees who receive a lateral transfer appointment shall serve a three (3) month trial period in the new position. Except as stated in Subsection E, employees receiving a lateral transfer appointment shall remain in the new location for at least four (4) months and will not be eligible to apply for transfer until the end of this four (4) month period. Employees are limited to no more than two transfers per person in any 12 month period.
- c. Employees who receive a promotional appointment shall serve a three (3) month trial period in the new position and shall not be eligible to apply for transfer to another location for at least four (4) months after a promotion. Employees who receive a promotion to a Maintenance Worker position shall serve a six (6)-month trial period in the new position and shall not be eligible to apply for transfer to another location for at least four (4) months after a promotion. Employees who receive a promotion to a Building Custodian I or Building Custodian II position shall serve a nine-month trial period in the new position. Employees serving such nine (9) month trial period shall be eligible to make one (1) transfer to another location during said trial period after they have served four (4) months in the new position and will not be eligible to apply for this transfer until the end of the four (4) month period.
- d. Employees may, during their trial period, return, by their choice, by giving written notice that he/she is exercising this option to the Coordinator of Facilities Operations or to the Custodial/Grounds Supervisor or be returned by the District, to the same classification they left. The employee's rate of pay shall be at the same step in the lower pay range as would have been attained prior to promotion.
- e. The step assignment of a demoted employee whose demotion is made at the employee's request or with the employee's concurrence shall be the same step they are at in their current range, or if the employee has previously been assigned to that range, shall be at the highest step attained in the range of the demoted position, whichever is greater. Employees shall not be allowed to voluntarily demote to a position in another location if they have not been in their current location for at least four months except for a shift change and for a shift change, employees may voluntarily demote at any time.
- f. The rate of pay of an employee who is demoted for cause shall be initially determined by the Employer with such rate subject to the grievance procedure provisions of this Handbook.

## **2.04 Involuntary Transfers**

The District retains the right to involuntarily transfer an employee. Involuntary transfers shall not be for arbitrary or capricious reasons.

# **SECTION 3**

## **SURPLUS, LAYOFF AND RECALL**

### **3.01 Reduction in Force**

Whenever a reduction in employees is required within the sole judgment of the District, such employees shall be declared "surplus employees" and shall be reassigned or laid off in accordance with the following procedure:

- A. An employee shall be declared surplus in any given department, division or school based upon seniority as defined in Section 12.01 herein. The employee declared surplus shall be the least senior employee within his/her position title at his/her present work location on the shift where the reduction needs to occur.
- B. The least senior employee within the position title, as identified in Subsection A above, may then choose any one of the following options:
  - 1. Be laid off, if the District is implementing a layoff;
  - 2. Assume the position held by the least senior employee in the bargaining unit on the same shift in the same classification provided that he/she has more seniority than such employee.
  - 3. Assume the position held by the least senior employee in the bargaining unit on the same shift and in the same pay range provided that he/she is qualified and has more seniority than such employee.
  - 4. Assume the position held by the least senior employee in the bargaining unit on the same shift in the closest lower pay range over which he/she has more seniority, provided he/she is qualified.
  - 5. Assume the position held by either of the least senior employees in the bargaining unit on the two remaining shifts in a classification for which he/she is qualified in a pay range equal to or lower than the pay range in which he/she was declared surplus, provided that he/she has more seniority than such employee.

Any employee displaced pursuant to the above procedure shall be afforded the options in 3.01B.

- C. In the event that acceptance of one of the options set forth in Section 3.01B 2 or 3.01B 3 above results in a surplus employee being reassigned to a lower pay range, such surplus employee shall be subject to the following:
  - 1. A surplus employee shall continue to receive the rate of pay that he/she was receiving at the time he/she was declared a surplus employee. If such rate of pay is above the maximum rate for the position to which such surplus employee was reassigned, he/she shall not be able to participate in the annual or negotiated pay adjustments (but shall continue to receive longevity step increases) until his/her red circled rate falls within the established range for the classification to which he/she was reassigned.
  - 2. Surplus employees shall have the right to return to the position title in which they

were declared surplus in order of seniority when subsequent vacancies occur in their last position title. The Employer shall notify such surplus employees individually in writing when subsequent vacancies occur in their last position title prior to the posting of any such vacancies. Such employees must respond within five (5) calendar days from receipt of notice, otherwise this right shall be forfeited. A surplus employee who refuses an offer to return to his/her last position title shall forfeit the right set forth herein. In addition, subsequent to such refusal, the wage rate of such employee shall be adjusted per Section 2.03(2)e above.

3. A surplus employee who promotes or transfers to another position shall retain all rights under this Section, provided she/he remains at least one pay range below the range she/he previously held.
4. While reassigned to lower rated position titles, surplus employees shall be ineligible to receive the out of classification pay set forth herein, unless they are assigned to work in a classification which is rated higher than their current red circled rate.
5. At the time a surplus employee is reassigned, said employee shall notify the District of his/her desire to exercise his/her right under Section 3.01B above. If a surplus employee refuses a position offered by the District under Section 3.01B above, or fails to notify the District of his/her desire to transfer, then such employee shall forfeit his/her right under this section.

### **3.02 Reemployment Period**

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### **3.03 Reemployment Procedure**

Employees on layoff status shall be hired in the order of their seniority, before any new applicant is hired into positions for which laid off employees are qualified. The Employer shall send recall notices by certified mail, return receipt requested, to the last known address of the employee on file with the District. It shall be the responsibility of the employee to notify the District of any change in address. Employees recalled to work within a twenty-four (24) month period from the date of layoff shall return to the same step in the pay range that they had attained prior to being laid off, shall receive full credit for all prior service, and shall be subject to Section 3.01. Employees laid off for a period of more than twenty-four (24) months shall be treated as any new employee if they are rehired.

### **3.04 Insurance Benefits**

**Health Insurance Benefits During Layoff:** An employee on layoff status may continue group health insurance coverage available through the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

# **SECTION 4**

## **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All newly hired employees shall be on probation for the first six (6) months of employment and shall during that period, have all the rights provided herein except the right to appeal a suspension or termination. Any employee who is retained beyond six (6) months shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status. A probationary period may be extended by mutual agreement of the employee and the District.

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

Employees shall not be disciplined, suspended or terminated without good cause. A suspension shall not exceed twenty one (21) calendar days. Written notice of the discipline, suspension, or termination and the reason or reasons for the action shall be given to the employee at the time of such action. Such discipline, suspension or termination shall be subject to the grievance procedure provisions of this Handbook, except probationary employees do not have the right to grieve a suspension or termination.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.

# SECTION 5

## VACATION

### 5.01 Rate of Earning

Employees shall earn vacation as follows:

- a. First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).
- b. 37th month through 79th month of service, 1.04 days per month of service (maximum of 12 1/2 days per year).
- c. 80th month through 132nd month of service, 1.25 days per month of service (maximum of 15 days per year).
- d. 133rd month through 192nd month of service, 1.46 days per month of service (maximum of 17 1/2 days per year).
- e. 193rd month through 259th month of service, 1.67 days per month of service (maximum of 20 days per year).
- f. 260th month through 359th month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).
- g. 360th month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).

Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.

Those employees who are hired or transferred from full time position and who work less than full time but half or more time, shall receive vacations on a pro rata basis. The basis for determining the proration shall be based on annual hours of work and shall be computed to the nearest one-half day.

### 5.02 Scheduling Vacation

The District shall provide each employee the opportunity to use his/her vacation. Employees shall be entitled to select their vacations in a manner which shall allow those with the greatest seniority first choice. Once an agreement on vacation has been made, it can only be changed by mutual agreement or an emergency beyond the District's control.

The District agrees to provide each employee an opportunity to use all earned vacation credits annually. Vacations will be allowed during the school year in accordance with this provision and the requirements of the school functions. Employees shall, with the approval of their immediate supervisor, be allowed to use their earned vacation in one-hour increments. This provision shall

not, however, preclude variations in the use of vacation credits according to peculiar individual circumstances provided such variations shall be agreed to by the District. Employees must ask for vacation at least five (5) days prior to the date requested. These requests shall not be unreasonably denied. Exceptions may be granted in emergency situations or in other situations deemed appropriate by the District.

Vacation will be on a "first-come, first-serve" basis with the request granted to the employee with the greatest seniority. December 15 through 30 will be a grace period to enter vacation for the following year with seniority being offered the first choice of dates if dates are in conflict for building coverage. In cases of conflict caused by employee transfer, the employee with the greatest "building" seniority will be granted time off. Vacation time not requested during the grace period shall be approved consistent with the contract.

### **5.03 Vacation Carryover**

Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one calendar year to another, except for up to five (5) days by approval of the employee's supervisor. Such approval shall not be unreasonably denied. Request to carryover must be submitted no later than 5:00 p.m. on December 10. In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to June 1 of the next year. Except as outlined in (a), below, employees shall be allowed to convert unused vacation to sick leave without being required to first carry over five (5) days of accumulated, unused vacation into the next year as follows:

- a. Employees with less than ten (10) years of service must carry over unused vacation up to five (5) days into the next year. Unused vacation in excess of five (5) days per year shall be converted to sick leave and deposited in said employee's sick leave account.
- b. For employees with at least ten (10) years of service, unused vacation, limited to ten (10) days per year, will be converted to sick leave.
- c. For employees with at least twenty (20) years of service, but not more than twenty-five (25) years of service, unused vacation, limited to fifteen (15) days per year, will be converted to sick leave.
- d. For employees with twenty-five (25) years of service or more, unused vacation, limited to twenty (20) days per year, will be converted to sick leave.

# SECTION 6

## HOLIDAYS

### 6.01 Holidays Defined

All employees shall be entitled to the following holidays off with pay:

New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; December 24; December 25; December 31.

### 6.02 Floating Holidays

An employee has three (3) floating holidays each year that must be used by December 1. An employee is not eligible for a floating holiday during the first six (6) months of employment. Floating holidays cannot be carried from one year to the next.

### 6.03 Holidays Falling on Weekends

If Christmas Day or New Year's Day falls on Saturday, either the previous Thursday or the following Monday shall be paid days off work to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar. Independence Day shall be observed as a paid day off on the day designated by Congress.

In the event that Christmas and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar.

### 6.04 Holidays During Vacation

In the event that an employee is on vacation when any of the days listed in Section 6.01 occur, that employee shall receive an equivalent day(s) off at a time agreeable to the employee and the department or division head.

### 6.05 Eligibility for Holiday

All employees who work in the pay period in which the holiday falls and work their last scheduled shift before the holiday and their first scheduled shift after the holiday or have an excused absence from work, shall be entitled to regular holiday pay.

### 6.06 Holiday Premium

Should an employee be required to work any of the holidays listed, such employees shall receive double time for such hours worked in addition to regular holiday pay for days worked on the actual holiday designated in Section 6.01.



# SECTION 7

## COMPENSATION

### 7.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 7.02 Wage Schedule Placement

Employees shall be hired at Step 1 of the base in the pay range for the classification for which they are hired. Except for employees hired as Custodial Trainee I's at Range 2, employees shall be advanced one step in the pay range effective with the start of the pay period in which the six (6) months is completed and shall be advanced one step annually thereafter until they reach the maximum step of their classification pay range.

Employees hired as a Custodial Trainee at Range 2 shall remain at Step 1 of Range 2 for six (6) months (or, if his/her probation is extended, until the successful completion of his/her probation). After the successful completion of probation, the Custodial Trainee shall advance to Step 1 of Range 5 as a Custodial Trainee and shall remain at this position for six (6) months. After six (6) months as a Custodial Trainee (start of thirteenth (13th) month of employment), the employee shall advance to Step 3 of Range 7. Employees shall be advanced one step annually thereafter until they reach Step 5 of their classification pay range. Trainees may be responsible for securing a District facility, provided however, that the Trainee has received the proper training in securing the facility.

Employees who are promoted shall be advanced to the new grade at the same step as in the previous grade. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six (6) months is completed and shall be advanced one step annually thereafter until they reach the maximum step of their classification pay range.

Employees who transfer laterally to another position or job title in the same wage range shall receive wage increment increases as though no transfer had been made.

Employees who are demoted because of reorganization or for other reasons beyond their control shall retain their present wage. If their present wage is above Step 5 for the position to which they are demoted, they shall not be eligible to participate in annual or negotiated adjustments until their red circled wage falls within the established range for the position. Employees who bid on a posted job shall not be entitled to red circle consideration.

Custodial Worker I's who are permanently assigned (i.e. not substituting) and work alone during the second shift in two-custodial position schools shall be compensated at the range 8 pay grade level.

### 7.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of

the Worker's Compensation Act.

The longevity percentage payments, calculated to the nearest dollar shall be:

- |                                 |       |                            |
|---------------------------------|-------|----------------------------|
| 1) At beginning of 49th month   | 3%    | increase over base salary. |
| 2) At beginning of 80th month   | 4.5%  | increase over base salary. |
| 3) At beginning of 109th month  | 6%    | increase over base salary. |
| 4) At beginning of 134th month  | 7%    | increase over base salary. |
| 5) At beginning of 157th month  | 8%    | increase over base salary. |
| 6) At beginning of 181st month  | 9%    | increase over base salary. |
| 7) At beginning of 205th month  | 10%   | increase over base salary. |
| 8) At beginning of 229th month  | 11%   | increase over base salary. |
| 9) At beginning of 253rd month  | 11.5% | increase over base salary. |
| 10) At beginning of 280th month | 12%   | increase over base salary. |
| 11) At beginning of 304th month | 13%   | increase over base salary. |

Longevity pay shall be added to an employee's base pay and shall be considered as part of base pay.

Longevity payments shall be effective on the first day of the biweekly pay period in which the required length of service is completed.

#### **7.04 Service Bonus**

Employees on the payroll system in an active paid status on their anniversary date shall receive a Service Bonus in accordance with the following schedule:

- |                           |         |
|---------------------------|---------|
| a. 300 months of service: | \$1,000 |
| b. 324 months of service: | \$1,000 |
| c. 348 months of service: | \$1,250 |
| d. 372 months of service: | \$1,500 |

The Service Bonus shall be paid to the employee on a separate check following the employee's anniversary date. Taxes will be withheld at the employee's normal withholding rate.

#### **7.05 Out-of-Classification Pay**

Any employee who is assigned to a job classified in a higher pay range than his own two (2) consecutive shifts or more shall receive forty cents (40¢) per hour when the assigned job is one (1) pay range higher than his/her own; fifty cents (50¢) per hour when two ranges higher and twenty-five cents (25¢) per hour for each additional pay range.

Except as noted hereafter, Section 7.05 does not apply to employees assigned to schools when schools are observing holidays, during winter break, spring break and summer vacation. During these periods, Out of Classification Pay is limited to one (1) position per shift, per facility, and shall be given to the employee with the highest classification on the shift.

#### **7.06 Undesirable Hours Premium Pay**

The undesirable hours periods shall be defined as any time between 6:00 p.m. of one day and 6:00 a.m. of the following day on weekdays except when overtime is paid or compensatory time

is given.

Employees as part of their regular shift, working during any of the above defined undesirable hours shall receive an additional seventy-five cents (\$.75) per hour for each hour worked; however, employees receiving time and one half shall not also receive undesirable hours premium pay.

### **7.07 Uniforms**

In the event that any employee shall be required as a condition of employment to wear any particular kind of uniform or other special clothing, identification patch or material, or any protective gear or device including safety shoes, such uniform, special clothing, identification, protective gear or safety shoes shall be furnished by the District. Employees shall wear clothing that is safe for the work that they are performing.

## **SECTION 8 PERSONAL ILLNESS LEAVE**

### **8.01 Accrual of Leave**

Personal illness leave shall be earned by each employee at the rate of one half day biweekly and credited to the employee's personal illness leave account on each pay day, except that during each biweekly payroll period an employee will not accumulate one half day of personal illness leave if the employee has not worked or otherwise has not been credited with at least one half of the total number of work days in each biweekly payroll period. Sick leave accumulates to a maximum of one hundred fifty (150) days. When necessary, employees shall be allowed to use accrued sick leave in increments of one hour.

### **8.02 Use of Other Leave**

Employees may elect to use earned vacation or other earned compensatory time to extend their personal illness leave with pay when such time off with pay is due them and they have exhausted their personal illness leave.

### **8.03 Sick Leave Payout**

Employees earning sick leave in excess of one hundred fifty (150) days may receive a cash sum equivalent to the employee's regular wage of the excess days desired by the employee which shall not exceed eighteen (18) days. The employee shall notify the Payroll Division by December 10 of the number of days to be paid out. Failure to provide this notification will result in the accumulation of the excess days in the employee's sick leave account. This payment is to be made on the pay day immediately preceding December 25. All employees eligible for this payment will have their excess sick leave paid and their sick leave balance reduced by the amount of the payout as of the last pay day immediately preceding December 25. The employees shall have the option to have such funds placed in a TSA. Excess sick leave not paid out shall be retained in the employee's sick leave account, notwithstanding the 150-day limit.

# SECTION 9

## INSURANCES

### 9.01 Dental Insurance

#### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

#### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

#### Termination

When an employee's coverage under the group health insurance program terminates, so shall his/her coverage under this dental insurance program terminate.

### 9.02 Health Insurance

#### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Coverage for eligible employees shall begin on the first of the month following one month of employment if applications are submitted in a timely manner according to the current policy and procedure.

#### Contribution

The Employer will provide eligible employees with the option of selecting from more than one Health Maintenance Organization (HMO). The Employer will also provide eligible employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the HMOs, with the eligible employee paying the difference between the amount paid by the Employer toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District shall contribute 100% of the premium or premium equivalent cost for the single and family plan for participating employees. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the three HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

### 9.03 Life Insurance

#### Eligibility

Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the

completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.

**Contribution**

The District shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

**9.04 Long-Term Care Insurance**

**Eligibility**

Employees who are employed 19 hours or more per week are eligible for long-term care insurance provided they make application within thirty (30) days of employment.

**Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

**9.05 Long-Term Disability Insurance**

**Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

# **SECTION 10**

## **EMPLOYEE EVALUATIONS**

### **10.01 Evaluation**

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

### **10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

### **10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

### **10.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# SECTION 11

## POST-EMPLOYMENT BENEFITS

### 11.01 Accrued Benefits

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime credits.

### 11.02 Retirement Sick Leave Payment

Employees who retire and who receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities, and have any district insurance coverages (life, dental, group health insurance plan or Medicare supplement) shall receive the equivalent value of their accumulated unused sick leave credits up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life insurance, dental insurance, and the hospital, surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

Employees with at least twenty years of service who 1) retire, or 2) are eligible for retirement, but die prior to retirement, will have their sick leave credits increased by 1% for each year of service, which will then be paid out in accordance with the terms herein. (For example, an employee who retires with 25 years of service with 100 days of accumulated sick leave would receive an additional 25 days of sick leave added to his/her sick leave credits.)

If an employee who is qualified to retire and receive Social Security benefits or Wisconsin Retirement Fund Annuity payments or other public employment fund annuities, dies prior to retirement, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. In addition, if an employee who is younger than age 55 but has at least fifteen (15) years of employment with the District dies, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. If there is no spouse, then the remaining balance shall revert to the estate.

If a retired employee dies and is receiving benefits under this section, his/her spouse or partner will continue to receive benefits which are in force at the time of the death of the retired employee this section until the first of the following occurs:

1. Said funds are exhausted;
2. The spouse elects to discontinue coverage in the District benefit programs;
3. The spouse dies; or
4. The spouse remarries.

Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of the

employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the collective bargaining agreement at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.



# **SECTION 12**

## **MISCELLANEOUS**

### **12.01 Seniority**

Probationary employees shall not acquire or accumulate seniority while on probation, but upon completion of the probationary period shall have their anniversary date established as the original date of last hire and shall be given credit for all time followed by continuous service, except that any time spent on lay off without pay in excess of thirty (30) days (except military service) shall not be counted as part of total service. In the event that a seniority-based employment decision involves two (2) or more employees with the same seniority, the tie shall be broken by lot. It is understood that the result of the broken tie shall be applicable to that employment decision; future such seniority-based employment decisions shall require a separate tie break.

### **12.02 Cell Phones**

The District shall provide cellular telephones to all employees in high schools where the employee works alone.

### **12.03 CPR Training**

The employer agrees to provide not more than two (2) CPR training courses per year for employees who volunteer for such training. CPR training shall be provided at no cost to the employee.

### **12.04 Science Materials Technician**

The following special provisions shall apply to the position:

1. Science Materials Technicians work seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday, during periods when school is in session, including teacher convention and inservice days, as currently practiced. When school is not in session, Science Materials Technicians work fifteen (15) hours per week, Monday through Friday. Science Materials Technicians shall be entitled to lunch and coffee breaks pursuant to the current practice.
2. Vacation shall be calculated based on months worked times the ratio of 35/40 and sick leave shall be earned at the rate of one-half day, biweekly, times the ratio of 35/40. Any employee working nineteen (19) hours/week or more shall receive benefits on a prorata basis.

# Addendum D, Appendix 1: Custodian Salary Schedule

CU 2015-16

Effective July 1, 2015 - June 30, 2016

**2015/16 Hourly**

<u>Range No. 2</u>	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
1	16.46	16.95	17.20	17.45	17.61	17.78	17.94	18.11	18.27	18.35	18.44	18.60
2	16.89	17.40	17.65	17.90	18.07	18.24	18.41	18.58	18.75	18.83	18.92	19.09
3	17.45	17.97	18.24	18.50	18.67	18.85	19.02	19.20	19.37	19.46	19.54	19.72
4	17.83	18.36	18.63	18.90	19.08	19.26	19.43	19.61	19.79	19.88	19.97	20.15
5	18.33	18.88	19.15	19.43	19.61	19.80	19.98	20.16	20.35	20.44	20.53	20.71

**Custodial Trainee I**

Range No. 3

1	16.88	17.39	17.64	17.89	18.06	18.23	18.40	18.57	18.74	18.82	18.91	19.07
2	17.30	17.82	18.08	18.34	18.51	18.68	18.86	19.03	19.20	19.29	19.38	19.55
3	17.82	18.35	18.62	18.89	19.07	19.25	19.42	19.60	19.78	19.87	19.96	20.14
4	18.26	18.81	19.08	19.36	19.54	19.72	19.90	20.09	20.27	20.36	20.45	20.63
5	18.84	19.41	19.69	19.97	20.16	20.35	20.54	20.72	20.91	21.01	21.10	21.29

**Custodial Trainee II**

Range No. 4

1	17.28	17.80	18.06	18.32	18.49	18.66	18.84	19.01	19.18	19.27	19.35	19.53
2	17.74	18.27	18.54	18.80	18.98	19.16	19.34	19.51	19.69	19.78	19.87	20.05
3	18.24	18.79	19.06	19.33	19.52	19.70	19.88	20.06	20.25	20.34	20.43	20.61
4	18.81	19.37	19.66	19.94	20.13	20.31	20.50	20.69	20.88	20.97	21.07	21.26
5	19.40	19.98	20.27	20.56	20.76	20.95	21.15	21.34	21.53	21.63	21.73	21.92

**Custodial Trainee III**

Range No. 5

1	17.74	18.27	18.54	18.80	18.98	19.16	19.34	19.51	19.69	19.78	19.87	20.05
2	18.21	18.76	19.03	19.30	19.48	19.67	19.85	20.03	20.21	20.30	20.40	20.58
3	18.80	19.36	19.65	19.93	20.12	20.30	20.49	20.68	20.87	20.96	21.06	21.24
4	19.38	19.96	20.25	20.54	20.74	20.93	21.12	21.32	21.51	21.61	21.71	21.90
5	20.10	20.70	21.00	21.31	21.51	21.71	21.91	22.11	22.31	22.41	22.51	22.71

**Game Room Monitor**

Range No. 6

1	18.18	18.73	19.00	19.27	19.45	19.63	19.82	20.00	20.18	20.27	20.36	20.54
2	18.76	19.32	19.60	19.89	20.07	20.26	20.45	20.64	20.82	20.92	21.01	21.20
3	19.36	19.94	20.23	20.52	20.72	20.91	21.10	21.30	21.49	21.59	21.68	21.88
4	20.02	20.62	20.92	21.22	21.42	21.62	21.82	22.02	22.22	22.32	22.42	22.62
5	20.59	21.21	21.52	21.83	22.03	22.24	22.44	22.65	22.85	22.96	23.06	23.27

**Craft Room Custodian**

**CU 2015-16**

**Effective July 1, 2015 - June 30, 2016**

	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
<b><u>Range No. 7</u></b>												
1	18.75	19.31	19.59	19.88	20.06	20.25	20.44	20.63	20.81	20.91	21.00	21.19
2	19.31	19.89	20.18	20.47	20.66	20.85	21.05	21.24	21.43	21.53	21.63	21.82
3	20.00	20.60	20.90	21.20	21.40	21.60	21.80	22.00	22.20	22.30	22.40	22.60
4	20.54	21.16	21.46	21.77	21.98	22.18	22.39	22.59	22.80	22.90	23.00	23.21
5	21.33	21.97	22.29	22.61	22.82	23.04	23.25	23.46	23.68	23.78	23.89	24.10

Custodial Worker I  
Stock Clerk

**Range No. 8**

1	19.25	19.83	20.12	20.41	20.60	20.79	20.98	21.18	21.37	21.46	21.56	21.75
2	19.99	20.59	20.89	21.19	21.39	21.59	21.79	21.99	22.19	22.29	22.39	22.59
3	20.53	21.15	21.45	21.76	21.97	22.17	22.38	22.58	22.79	22.89	22.99	23.20
4	21.29	21.93	22.25	22.57	22.78	22.99	23.21	23.42	23.63	23.74	23.84	24.06
5	21.88	22.54	22.86	23.19	23.41	23.63	23.85	24.07	24.29	24.40	24.51	24.72

Custodial Worker I - 2 Man School  
Custodial Worker I - Split Location  
Science Materials Technician

**Range No. 9**

1	19.90	20.50	20.80	21.09	21.29	21.49	21.69	21.89	22.09	22.19	22.29	22.49
2	20.51	21.13	21.43	21.74	21.95	22.15	22.36	22.56	22.77	22.87	22.97	23.18
3	21.25	21.89	22.21	22.53	22.74	22.95	23.16	23.38	23.59	23.69	23.80	24.01
4	21.84	22.50	22.82	23.15	23.37	23.59	23.81	24.02	24.24	24.35	24.46	24.68
5	22.46	23.13	23.47	23.81	24.03	24.26	24.48	24.71	24.93	25.04	25.16	25.38

Custodial Worker II  
Equipment Operator  
Groundworker I  
Stock Clerk - Central Stores

**Range No. 10**

1	20.45	21.06	21.37	21.68	21.88	22.09	22.29	22.50	22.70	22.80	22.90	23.11
2	21.20	21.84	22.15	22.47	22.68	22.90	23.11	23.32	23.53	23.64	23.74	23.96
3	21.83	22.48	22.81	23.14	23.36	23.58	23.79	24.01	24.23	24.34	24.45	24.67
4	22.44	23.11	23.45	23.79	24.01	24.24	24.46	24.68	24.91	25.02	25.13	25.36
5	23.04	23.73	24.08	24.42	24.65	24.88	25.11	25.34	25.57	25.69	25.80	26.04

Custodial Worker III

**CU 2015-16**

**Effective July 1, 2015 - June 30, 2016**

<u>Range No. 11</u>	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
1	21.18	21.82	22.13	22.45	22.66	22.87	23.09	23.30	23.51	23.62	23.72	23.93
2	21.73	22.38	22.71	23.03	23.25	23.47	23.69	23.90	24.12	24.23	24.34	24.55
3	22.36	23.03	23.37	23.70	23.93	24.15	24.37	24.60	24.82	24.93	25.04	25.27
4	23.02	23.71	24.06	24.40	24.63	24.86	25.09	25.32	25.55	25.67	25.78	26.01
5	23.76	24.47	24.83	25.19	25.42	25.66	25.90	26.14	26.37	26.49	26.61	26.85

Maintenance Worker  
 Small Engines Mechanic/Groundworker II  
 Groundworker II  
 Groundworker II/Athletic Field Caretaker

Range No. 12

1	21.71	22.36	22.69	23.01	23.23	23.45	23.66	23.88	24.10	24.21	24.32	24.53
2	22.35	23.02	23.36	23.69	23.91	24.14	24.36	24.59	24.81	24.92	25.03	25.26
3	23.00	23.69	24.04	24.38	24.61	24.84	25.07	25.30	25.53	25.65	25.76	25.99
4	23.64	24.35	24.70	25.06	25.29	25.53	25.77	26.00	26.24	26.36	26.48	26.71
5	24.21	24.94	25.30	25.66	25.90	26.15	26.39	26.63	26.87	26.99	27.12	27.36

Building Custodian I  
 Maintenance Carpenter/Recreation

Range No. 13

1	22.33	23.00	23.33	23.67	23.89	24.12	24.34	24.56	24.79	24.90	25.01	25.23
2	22.89	23.58	23.92	24.26	24.49	24.72	24.95	25.18	25.41	25.52	25.64	25.87
3	23.58	24.29	24.64	24.99	25.23	25.47	25.70	25.94	26.17	26.29	26.41	26.65
4	24.13	24.85	25.22	25.58	25.82	26.06	26.30	26.54	26.78	26.90	27.03	27.27
5	24.94	25.69	26.06	26.44	26.69	26.94	27.18	27.43	27.68	27.81	27.93	28.18

Building Custodian II/Administration  
 Building Custodian II/Middle  
 Lead Groundworker

Range No. 14

1	22.89	23.58	23.92	24.26	24.49	24.72	24.95	25.18	25.41	25.52	25.64	25.87
2	23.53	24.24	24.59	24.94	25.18	25.41	25.65	25.88	26.12	26.24	26.35	26.59
3	24.12	24.84	25.21	25.57	25.81	26.05	26.29	26.53	26.77	26.89	27.01	27.26
4	24.87	25.62	25.99	26.36	26.61	26.86	27.11	27.36	27.61	27.73	27.85	28.10
5	25.87	26.65	27.03	27.42	27.68	27.94	28.20	28.46	28.72	28.85	28.97	29.23

Building Custodian II/Elem-Middle Combination  
 Building Custodian II/High School

Range No. 15

1	23.49	24.19	24.55	24.90	25.13	25.37	25.60	25.84	26.07	26.19	26.31	26.54
2	24.09	24.81	25.17	25.54	25.78	26.02	26.26	26.50	26.74	26.86	26.98	27.22
3	24.85	25.60	25.97	26.34	26.59	26.84	27.09	27.34	27.58	27.71	27.83	28.08
4	25.80	26.57	26.96	27.35	27.61	27.86	28.12	28.38	28.64	28.77	28.90	29.15
5	26.73	27.53	27.93	28.33	28.60	28.87	29.14	29.40	29.67	29.80	29.94	30.20

Mechanical Repairworker

**CU 2015-16**

**Effective July 1, 2015 - June 30, 2016**

<u>Range No. 16</u>	<u>Base</u>	<u>3%</u>	<u>4.5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>11.5%</u>	<u>12%</u>	<u>13%</u>
1	24.07	24.79	25.15	25.51	25.75	26.00	26.24	26.48	26.72	26.84	26.96	27.20
2	24.84	25.59	25.96	26.33	26.58	26.83	27.08	27.32	27.57	27.70	27.82	28.07
3	25.76	26.53	26.92	27.31	27.56	27.82	28.08	28.34	28.59	28.72	28.85	29.11
4	26.68	27.48	27.88	28.28	28.55	28.81	29.08	29.35	29.61	29.75	29.88	30.15
5	27.64	28.47	28.88	29.30	29.57	29.85	30.13	30.40	30.68	30.82	30.96	31.23

**Building Custodian III**

**Range No. 17**

1	24.78	25.52	25.90	26.27	26.51	26.76	27.01	27.26	27.51	27.63	27.75	28.00
2	25.71	26.48	26.87	27.25	27.51	27.77	28.02	28.28	28.54	28.67	28.80	29.05
3	26.61	27.41	27.81	28.21	28.47	28.74	29.00	29.27	29.54	29.67	29.80	30.07
4	27.63	28.46	28.87	29.29	29.56	29.84	30.12	30.39	30.67	30.81	30.95	31.22
5	28.73	29.59	30.02	30.45	30.74	31.03	31.32	31.60	31.89	32.03	32.18	32.46

**Range No. 18**

1	25.65	26.42	26.80	27.19	27.45	27.70	27.96	28.22	28.47	28.60	28.73	28.98
2	26.59	27.39	27.79	28.19	28.45	28.72	28.98	29.25	29.51	29.65	29.78	30.05
3	27.58	28.41	28.82	29.23	29.51	29.79	30.06	30.34	30.61	30.75	30.89	31.17
4	28.67	29.53	29.96	30.39	30.68	30.96	31.25	31.54	31.82	31.97	32.11	32.40
5	29.82	30.71	31.16	31.61	31.91	32.21	32.50	32.80	33.10	33.25	33.40	33.70

**Range No. 19**

1	26.49	27.28	27.68	28.08	28.34	28.61	28.87	29.14	29.40	29.54	29.67	29.93
2	27.51	28.34	28.75	29.16	29.44	29.71	29.99	30.26	30.54	30.67	30.81	31.09
3	28.58	29.44	29.87	30.29	30.58	30.87	31.15	31.44	31.72	31.87	32.01	32.30
4	29.72	30.61	31.06	31.50	31.80	32.10	32.39	32.69	32.99	33.14	33.29	33.58
5	31.02	31.95	32.42	32.88	33.19	33.50	33.81	34.12	34.43	34.59	34.74	35.05

# ADDENDUM E – TRADES EMPLOYEES



# **SECTION 1**

## **HOURS OF WORK AND WORK SCHEDULE**

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

The Employer shall establish a regular schedule of hours for each employee. Work schedules may be changed and overtime shall be required at the Employer's discretion. Employees shall be allowed to clean up prior to the end of their shift, using the Employer's facilities.

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

Overtime shall be defined as hours of work in excess of eight (8) hours per day or forty (40) hours per week. All such time shall be paid for at the rate of one and one half the hourly rate.

### **1.03 Compensatory Time Off**

Compensatory time for overtime worked may be granted at Employer's discretion. Employer approved compensatory time may be taken at a mutually agreed upon time.

### **1.04 Breaks**

Employees shall be allowed one (1) twenty-minute (20) break each day;

### **1.05 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

### **1.06 Call-In Pay**

Employees who may be called in to work at other than a regularly scheduled time shall be entitled to two (2) hours' work or pay therefore, at the rate of one and one half (1 1/2) times their regular hourly rate, except that call-ins for Sunday work with less than 24 hours' notice shall be paid at double time. The two (2) hour minimum shall not apply to hours consecutively prior to the employee's regular starting time or hours consecutively following the employee's regular quitting time.

### **1.07 Snow Days or Emergency Situations**

Should there be extreme weather conditions causing a "snow day", each employee is expected to arrive at his/her work station as scheduled. Tardiness on such days not to exceed one hour will

be permitted without penalty. Tardiness in excess of one hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one hour may be compensated by the employee's request in writing to the employee's supervisor to use vacation or compensatory time.

Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, custodial employees will remain at or report to their regular work stations and, if warranted, may be reassigned. If reassigned, employees will receive mileage allowance for the initial reassignment.

## **SECTION 2**

# **ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **2.01 Selection Process**

*To Be Determined*



# **SECTION 3**

## **LAYOFF AND RECALL**

### **3.01 Reduction in Force**

The District shall have the right to reduce the number of jobs in any of the crafts covered by the unit. Employees whose jobs have been eliminated may bump the most junior employee in their particular craft provided they are qualified and can demonstrate their ability to do the junior employee's job. Employees who are without jobs as a result of a bump or a reduction in the number of positions shall be laid off and placed on a reemployment list. Employees who do not choose to bump shall also be laid off and placed on the reemployment list.

### **3.02 Reemployment Period**

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### **3.03 Reemployment Procedure**

Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. Notice of recall shall be sent by the District to the laid off employee's last known address and the laid off employee shall be required to respond within five (5) days. Employees who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost. Failure to report for work or refusal of an offer of reemployment to a craft position shall result in the employee being dropped from the list and all rights shall be lost.

### **3.04 Insurance Benefits**

**Health Insurance Benefits During Layoff:** An employee on layoff status may continue group health insurance coverage available through the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

# **SECTION 4**

## **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All employees shall be on probation for the first six (6) months of employment. For each probationary week in which such probationary employee works less than one half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Any employee who has not received written notice of termination prior to the completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided herein except the right to grieve any disciplinary action including release from employment. Probationary status may be extended by mutual agreement of the employee and the District.

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

Employees shall not be disciplined, suspended or terminated without good cause. A suspension shall not exceed twenty one (21) calendar days. Written notice of the discipline, suspension, or termination and the reason or reasons for the action shall be given to the employee at the time of such action. Such discipline, suspension or termination shall be subject to the grievance procedure provisions of Section 4 of this Handbook, except probationary employees do not have the right to grieve a any disciplinary action including termination. Loss of Apprentice status (other than by successful completion) constitutes just cause for termination.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.

# SECTION 5

## VACATION

### 5.01 Rate of Earning

Employees shall earn vacation as follows:

- a. First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).
- b. 37th month through 79th month of service, 1.04 days per month of service (maximum of 12 1/2 days per year).
- c. 80th month through 132nd month of service, 1.25 days per month of service (maximum of 15 days per year).
- d. 133rd month through 192nd month of service, 1.46 days per month of service (maximum of 17 1/2 days per year).
- e. 193rd month through 259th month of service, 1.67 days per month of service (maximum of 20 days per year).
- f. 260th month through 359th month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).
- g. 360th month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).

Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.

Those employees who are hired or transferred from full time position and who work less than full time but half or more time, shall receive vacations on a pro rata basis. The basis for determining the proration shall be based on annual hours of work and shall be computed to the nearest one half day.

### 5.02 Scheduling Vacation

The District shall designate vacation periods during which employees may select their vacations. The designated periods shall provide each employee the opportunity to use his/her vacation. Employees shall be entitled to select their vacations during periods so designated in a manner which shall allow those with the greatest seniority first choice. Once an agreement on vacation has been made, it can only be changed by mutual agreement or an emergency beyond the District's control.

The District agrees to provide each employee an opportunity to use all earned vacation credits annually. Vacations will be allowed during the school year in accordance with this provision and

the requirements of the school functions. Employees shall, with the approval of their immediate supervisor, be allowed to use their earned vacation in one-hour increments. This provision shall not, however, preclude variations in the use of vacation credits according to peculiar individual circumstances provided such variations shall be agreed to by the District. Employees must ask for vacation at least five (5) days prior to the date requested. These requests shall not be unreasonably denied. Exceptions may be granted in emergency situations or in other situations deemed appropriate by the District.

### **5.03 Vacation Carryover**

Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one calendar year to another, except for up to 5 days by approval of the employee's supervisor. Such approval shall not be unreasonably denied. Request to carryover must be no later than 5:00 p.m. on December 10. In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to June 1 of the next year. Except as outlined in (a), below, employees shall be allowed to convert unused vacation to sick leave without being required to first carry over five (5) days of accumulated, unused vacation into the next year as follows:

- a. Employees with less than ten (10) years of service must carry over unused vacation up to five (5) days into the next year. Unused vacation in excess of five (5) days per year shall be converted to sick leave and deposited in said employee's sick leave account.
- b. For employees with at least ten (10) years of service, unused vacation, limited to ten (10) days per year, will be converted to sick leave.
- c. For employees with at least twenty (20) years of service, but not more than twenty-five (25) years of service, unused vacation, limited to fifteen (15) days per year, will be converted to sick leave.
- d. For employees with twenty-five (25) years of service or more, unused vacation, limited to twenty (20) days per year, will be converted to sick leave.

# SECTION 6

## HOLIDAYS

### 6.01 Holidays Defined

All employees shall be entitled to the following holidays off with pay:

New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; December 24; Christmas Day; December 31.

### 6.02 Floating Holidays

Three (3) floating holidays each year to be used by December 1. An employee is not eligible for a floating holiday during the first 6 months of employment. Floating holidays cannot be carried from one year to the next.

### 6.03 Holidays Falling on Weekends

If Christmas Day or New Year's Day falls on Saturday, either the previous Thursday or the following Monday shall be paid days off work to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar. Independence Day shall be observed as a paid day off on the day designated by Congress.

In the event that Christmas and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the winter break for that particular year (December of each year) as designated on the school year calendar.

### 6.04 Holidays During Vacation

In the event that an employee is on vacation when any of the days listed in Section 6.01 occur, that employee shall receive an equivalent day(s) off at a time agreeable to the employee and the department or division head.

### 6.05 Eligibility for Holiday

All employees who work in the pay period in which the holiday falls and work their last scheduled shift before the holiday and their first scheduled shift after the holiday or have an excused absence from work, shall be entitled to regular holiday pay.

### 6.06 Holiday Premium

Should an employee be required to work any of the holidays listed, such employees shall receive double time for such hours worked in addition to regular holiday pay for days worked on the actual holiday designated in Section 6.01.

# SECTION 7

## COMPENSATION

### 7.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 7.02 Wage Schedule Placement

Employees hired in the unit shall be given up to four years of credit for vacation and salary longevity for work they performed as journeymen prior to their hire in the District.

### 7.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Worker's Compensation Act.

The longevity percentage payments, calculated to the nearest dollar shall be:

- |     |                             |       |                            |
|-----|-----------------------------|-------|----------------------------|
| 1)  | At beginning of 49th month  | 3%    | increase over base salary. |
| 2)  | At beginning of 80th month  | 4.5%  | increase over base salary. |
| 3)  | At beginning of 109th month | 6%    | increase over base salary. |
| 4)  | At beginning of 134th month | 7%    | increase over base salary. |
| 5)  | At beginning of 157th month | 8%    | increase over base salary. |
| 6)  | At beginning of 181st month | 9%    | increase over base salary. |
| 7)  | At beginning of 205th month | 10%   | increase over base salary. |
| 8)  | At beginning of 229th month | 11%   | increase over base salary. |
| 9)  | At beginning of 253rd month | 11.5% | increase over base salary. |
| 10) | At beginning of 280th month | 12%   | increase over base salary. |
| 11) | At beginning of 304th month | 13%   | increase over base salary. |

Longevity pay shall be added to an employee's base pay and shall be considered as part of base pay.

Longevity payments shall be effective on the first day of the biweekly pay period in which the required length of service is completed.

#### **7.04 Service Bonus**

Employees on the payroll system in an active paid status on their anniversary date shall receive a Service Bonus in accordance with the following schedule:

- a. 300 months of service: \$1,000
- b. 324 months of service: \$1,000
- c. 348 months of service: \$1,250
- d. 372 months of service: \$1,500

The Service Bonus shall be paid to the employee on a separate check following the employee's anniversary date. Taxes will be withheld at the employee's normal withholding rate.

#### **7.05 Undesirable Hours Premium Pay**

The undesirable hours periods shall be defined as any time between 6:00 p.m. of one day and 6:00 a.m. of the following day on weekdays except when overtime is paid or compensatory time is given.

Employees as part of their regular shift, working during any of the above defined undesirable hours shall receive an additional seventy-five cents (\$.75) per hour for each hour worked. However, employees receiving time and one half or holiday premium pay shall not receive undesirable hours premium pay.

#### **7.06 Uniforms**

In the event that any employee shall be required as a condition of employment to wear any particular kind of uniform or other special clothing, identification patch or material, or any protective gear or device, including safety shoes, such uniform, special clothing, identification, protective gear or safety shoes shall be furnished by the District. Employees shall wear clothing that is appropriate and safe for the work that they are performing.

# **SECTION 8**

## **PERSONAL ILLNESS LEAVE**

### **8.01 Accrual of Leave**

Personal illness leave shall be earned by each employee at the rate of one half day biweekly and credited to the employee's personal illness leave account on each pay day, except that during each biweekly payroll period an employee will not accumulate one half day of personal illness leave if the employee has not worked or otherwise has not been credited with at least one half of the total number of work days in each biweekly payroll period. Sick leave accumulates to a maximum of one hundred fifty (150) days. When necessary, employees shall be allowed to use accrued sick leave in increments of one hour.

### **8.02 Use of Other Leave**

Employees may elect to use earned vacation or other earned compensatory time to extend their personal illness leave with pay when such time off with pay is due them and they have exhausted their personal illness leave.

### **8.03 Sick Leave Payout**

Employees earning sick leave in excess of one hundred fifty (150) days may receive a cash sum equivalent to the employee's regular wage of the excess days desired by the employee which shall not exceed eighteen (18) days. The employee shall notify the Payroll Division by December 10 of the number of days to be paid out. Failure to provide this notification will result in the accumulation of the excess days in the employee's sick leave account. This payment is to be made on the pay day immediately preceding December 25. All employees eligible for this payment will have their excess sick leave paid and their sick leave balance reduced by the amount of the payout as of the last pay day immediately preceding December 25. The employees shall have the option to have such funds placed in a TSA. Excess sick leave not paid out shall be retained in the employee's sick leave account, notwithstanding the 150-day limit.



# SECTION 9 INSURANCES

## 9.01 Dental Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

### Termination

When an employee's coverage under the group health insurance program terminates, so shall his/her coverage under this dental insurance program terminate.

## 9.02 Health Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Coverage for eligible employees shall begin on the first of the month following one month of employment if applications are submitted in a timely manner according to the current policy and procedure.

### Contribution

The Employer will provide eligible employees with the option of selecting from more than one Health Maintenance Organization (HMO). The Employer will also provide eligible employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the HMOs, with the eligible employee paying the difference between the amount paid by the Employer toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District shall contribute 100% of the premium or premium equivalent cost for the single and family plan for participating employees. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the three HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

## 9.03 Life Insurance

### Eligibility

Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the

completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.

**Contribution**

The District shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

**9.04 Long-Term Care Insurance**

**Eligibility**

Employees who are employed 19 hours or more per week are eligible for long-term care insurance provided they make application within thirty (30) days of employment.

**Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

**9.05 Long-Term Disability Insurance**

**Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

# **SECTION 10**

## **EMPLOYEE EVALUATIONS**

### **10.01 Evaluation**

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

### **10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

### **10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

### **10.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# **SECTION 11**

## **POST-EMPLOYMENT BENEFITS**

### **11.01 Accrued Benefits**

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime credits.

### **11.02 Retirement Sick Leave Payment**

Employees who retire and who receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities, and have any district insurance coverages (life, dental, group health insurance plan or Medicare supplement) shall receive the equivalent value of their accumulated unused sick leave credits up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of two hundred (200) days, computed at the employee's prevailing wage rate plus any longevity pay in effect at the time of the employee's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life insurance, dental insurance, and the hospital, surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

If an employee who is qualified to retire and receive Social Security benefits or Wisconsin Retirement Fund Annuity payments or other public employment fund annuities, dies prior to retirement, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. In addition, if an employee who is younger than age 55 but has at least fifteen (15) years of employment with the District dies, then the spouse shall receive the equivalent value of up to ninety percent (90%) of the deceased employee's accumulated unused sick leave credits as computed herein. If there is no spouse, then the remaining balance shall revert to the estate.

If a retired employee dies and is receiving benefits under this section, his/her spouse partner will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

1. Said funds are exhausted;
2. The spouse elects to discontinue coverage in the District benefit programs;
3. The spouse dies; or
4. The spouse remarries.

Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the collective bargaining agreement at such time as a qualifying event occurs. The retiree under this section must submit application

for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

## **SECTION 12 MISCELLANEOUS**

### **12.01 Seniority**

While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment. Any time spent on layoff without pay in excess of thirty (30) days (except military leave) shall not be counted as part of total service.

Seniority shall be computed from date of hire with the Employer.

### **12.02 Hauling Equipment**

No employee will be required to haul, in his/her personal vehicle, the Employer's tools, equipment or material over four (4) cubic feet.

### **12.03 Limited Term Employees**

All employees hired by the District on a temporary basis, i.e., for a season or limited period of time and not through the procedures set forth herein, to perform unit work, are defined as "Limited Term Employees" (LTEs). The selection of LTEs shall be accomplished through the hiring hall of the craft unions involved from bench lists maintained by said unions.

The District agrees that LTEs will be kept at the lowest number consistent with the School District's needs and that LTEs will not be used to avoid filling regular employee positions.

LTEs shall be limited to 1200 hours of continuous or regularly scheduled work within one calendar year from the date of hire. In keeping with the above intent, the District shall not serialize or rotate the LTEs into the same continuous work assignments (i.e., cannot rotate LTEs in or out of a job to provide a continuously filled position). Limits on hours contained herein may be extended under certain circumstances and for specific project needs.

LTEs shall be paid the Area Standard Wage Rate for the craft involved, as reported to the District. The Area Standard Wage Rate is the combined total of wages and fringe benefit costs in the appropriate Standard Area Agreement for the craft worker involved. The hourly rate of pay and the hourly fringe benefit costs combined will be paid to the craft worker on the paycheck. LTEs shall not receive fringe benefits as provided herein but hours of work, overtime compensation and premium pay shall be in accordance with the terms herein.

# Addendum E, Appendix 1: Trades Salary Schedule

**5.01. Rates Of Pay.** The following hourly wage rates will be payable for employees in each of the following crafts:

a. Carpenters

Effective Date: 7/1/15

Base	3%	4.5%	6%	7%	8%	9%	10%	11%	11.5%	12%	13%
26.83	27.64	28.04	28.44	28.71	28.98	29.25	29.52	29.79	29.92	30.05	30.32

Lead Carpenter - The above carpenter pay schedule shall be applicable except that the Lead Carpenter shall receive \$1.75 per hour more than the pay the Lead Carpenter would otherwise receive on said schedule. An employee who is assigned the Lead role by management in the absence of the regularly designated Lead for two (2) or more consecutive shifts will receive the \$1.75 per hour differential.

b. Painters

Effective Date: 7/1/15

Base	3%	4.5%	6%	7%	8%	9%	10%	11%	11.5%	12%	13%
25.65	26.42	26.80	27.19	27.44	27.70	27.96	28.21	28.47	28.60	28.73	28.98

Lead Painter - The above painter pay schedule shall be applicable except that the Lead Painter shall receive \$1.75 per hour more than the pay the Lead painter would otherwise receive on said schedule. An employee who is assigned the Lead role by management in the absence of the regularly designated Lead for two (2) or more consecutive shifts will receive the \$1.75 per hour differential.

c. Plumbers/Electricians

Effective date: 7/1/15

Base	3%	4.5%	6%	7%	8%	9%	10%	11%	11.5%	12%	13%
27.65	28.48	28.89	29.31	29.58	29.86	30.14	30.41	30.69	30.83	30.97	31.24

Lead Plumber/Lead Electrician - The above plumber/electrician pay schedule shall be applicable except that the Lead Plumber/Lead Electrician shall receive \$1.75 per hour more than the pay the Lead Plumber/Lead Electrician would otherwise receive on said schedule. An employee who is assigned the Lead role by management in the absence of the regularly designated Lead for two (2) or more consecutive shifts will receive the \$1.75 per hour differential.

d. Steamfitters

Effective date: 7/1/15

Base	3%	4.5%	6%	7%	8%	9%	10%	11%	11.5%	12%	13%
36.66	37.76	38.31	38.86	39.23	39.60	39.96	40.33	40.70	40.88	41.06	41.43

Lead Steamfitter - The above steamfitter pay schedule shall be applicable except that the Lead Steamfitter shall receive \$1.75 per hour more than the pay the Lead Steamfitter would otherwise receive on said schedule. An employee who is assigned the Lead role by management in the absence of the regularly designated Lead for two (2) or more consecutive shifts will receive the \$1.75 per hour differential.

# ADDENDUM F - EDUCATIONAL ASSISTANTS





# SECTION 1

## HOURS OF WORK AND WORK SCHEDULE

### 1.01 Regular Workday

#### Educational Assistants

The District shall provide a schedule for each educational assistant. The educational assistant shall work such hours unless special circumstances arise which necessitate an educational assistant to work additional and/or other hours.

#### Nurse's Assistants

The hours of work for nurse's assistants shall be established and assigned by the supervisor.

The District may temporarily increase nursing assistant hours by up to ten (10) hours per week during the first six (6) weeks of the school year. During this period, the temporary increase in hours shall not change the nursing assistants' benefit eligibility status. The temporary increase shall not increase the total hours per week for each nursing assistant more than forty (40) hours per week.

#### Parent Liaisons

The hours of work for parent liaisons shall be established and assigned by the supervisor.

### 1.02 Regular Work Year

#### Educational Assistants and Parent Liaisons

Educational assistants' employment will be defined as:

180	work days
10	holidays
2	inservice days
3	professional development days
1	all staff day
196	total potential days

#### Nurse's Assistants

180	work days
10	holidays
2	4 hour inservice days (Health Services Inservice)
3	professional development days
1	prior to school start
195	Total potential days

New Staff: 1 additional day for orientation (1st year only)  
196 Total potential days

### 1.03 Lunch Period

Educational assistants working four (4) or more hours per day shall be provided one half (1/2) hour unpaid duty free lunch. Nothing in this section shall prohibit an EA from voluntarily performing noon lunch supervision. Educational assistants shall be paid at their highest hourly

rate for performing noon lunch supervision.

#### **1.04 Breaks**

Employees scheduled to work four (4) hours, but less than six (6) hours per day shall receive one fifteen (15) minute paid break. Employees scheduled to work six (6) hours but less than eight (8) hours per day will receive twenty (20) minutes of paid break time. Employees scheduled to work six (6) hours but less than eight (8) hours per day must take one ten (10) minute break in the a.m. and one ten (10) minute break in the p.m. Employees scheduled to work eight (8) hours per day will receive two fifteen (15) minute paid breaks. Employees scheduled to work eight (8) hours per day must take one fifteen (15) minute break in the a.m. and one fifteen (15) minute break in the p.m.

#### **1.05 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

#### **1.06 Emergency Closings**

1. Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice to those in the bargaining unit shall be delivered prior to 6:30 a.m. over radio stations whose broadcast studios are located within the city limits of the City of Madison. If the schools are closed during the day, then notice will be given at the school building. If schools are closed as described above, educational assistants shall not report to work or shall leave work. Lost work time due to a temporary school closing or delay in opening may be compensated by the educational assistant's request in writing to the educational assistant's principal or supervisor to use personal illness leave. Educational assistants who choose not to use personal illness leave may elect to make up the lost work time as set forth in paragraph #2.
2. Educational assistants, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph #3 below, in the following manner:
  - a. With prior written approval of their principal or supervisor as to the make up time, dates and duties, educational assistants may make up all of the regularly assigned time which was lost on the days referenced in paragraph #1 through completion of one week after the current school year.
  - b. Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the make-up time is not completed by the end of one week following the last day of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.
  - c. The time set for make up plus the regular assigned hours cannot exceed forty (40) hours per week.

- d. Make up hours (i.e., moving from part time to full time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.
  - e. Duties for the make-up time will include staff development/training opportunities offered by the District, or work traditionally assigned by the principal or supervisor, or work of clerical/technical nature so long as such does not reduce the regularly scheduled hours of members of the clerical/technical bargaining unit.
3. If it is necessary to extend the school year to qualify for state aid then the regularly scheduled hours must be made up during the extended school year.

# **SECTION 2**

## **ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **2.01 Assignment**

An educational assistant, upon beginning employment in the District, is given a preliminary notification of building and/or position assignment.

Continuing educational assistants shall receive notice of the probable number of hours of their assignment and location prior to June 1 of the current school year.

EAs who are assigned to SEA work by the District will have their DPI license paid for by the District.

### **2.02 Job Posting**

Existing educational assistant vacancies are posted online the last school day of each week. A list of educational assistant vacancies may be examined at any time in the Office of Human Resources. In addition, such information shall be made available orally to those educational assistants making telephone inquiries with Human Resources.

Vacancy notices shall be listed/posted for four (4) school days during the school year prior to the date requests for transfer are due. The notice shall contain the date transfer requests are due. Vacancies occurring after August 1 through the first four (4) weeks of school will not be posted. Educational assistants shall not be permitted to voluntarily transfer during this time.

Summer school positions will be posted for four (4) school days prior to the application deadline if such vacancies are known by the Department of Human Resources prior to the end of the school year. Qualifications and seniority will be considered in filling the position.

### **2.03 Selection Process**

*To Be Determined*

### **2.04 Involuntary Transfers**

The involuntary transfer of an educational assistant to another building location may be made by the Superintendent, or his/her designee, provided such transfer is not for arbitrary or capricious reasons. Vacant positions which the employer intends to fill by an involuntary transfer pursuant to this section need not be posted.

# **SECTION 3**

## **SURPLUS, LAYOFF AND RECALL**

### **3.01 Reduction in Hours- Surplus**

#### **Reduction**

A reduction in work hours shall be made only for the reasons asserted by the District and shall not be used to discipline an employee for his or her performance or conduct. Should it become necessary to reduce the hours of educational assistants assigned to a given school, such reduction shall occur as follows:

- a. The hours of those educational assistants employed less than nineteen (19) hours per week shall be first reduced in the inverse order of seniority providing the remaining educational assistants are qualified to perform the available assignments.
- b. If the principal cannot reduce the necessary number of hours per "a" above, the principal may next reduce the hours of those educational assistants employed nineteen (19) hours or more per week. Such reduction shall be by seniority providing the remaining educational assistants are qualified to perform the available assignments. In any event, such reductions shall not result in an educational assistant, being reduced to less than nineteen (19) hours per week. Reductions in hours must be made by June 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.
- c. Any educational assistant who has had his/her hours reduced per the above, shall be provided written notice of same by the date set forth above.

When it becomes necessary to reduce the hours of nurse's assistants at any one location, the nurse's assistant assigned to that location shall be reduced.

When it becomes necessary to reduce the hours of parent liaisons at any one location, the parent liaison assigned to that location shall be reduced.

When it becomes necessary to reduce hours or to declare educational assistant(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare educational assistant(s) to be Surplus Educational Assistants in the manner as set forth above. Should a person volunteering to be surplus result in the remaining educational assistants being unqualified to perform the remaining assignments, the principal shall not be bound to accept the volunteer as surplus.

In the event of a school being closed, educational assistants displaced will be declared surplus and placed pursuant to the provisions herein.

#### **Reassignment**

Educational assistants who have had all or part of their hours reduced at a given school per the above shall be placed in the educational assistant surplus pool. Said educational assistants shall be appropriately placed on either the full time reassignment list or the part time reassignment list according to their seniority. Said educational assistants shall then be reassigned pursuant to their preference among vacant positions for which they are qualified and/or certificated. Preference for said reassignment shall be based upon seniority among those educational assistants on either the part time or full time seniority list. Should there be two

educational assistants, one full time and the other part time, in the surplus pool who have the same seniority, the full time educational assistant will be reassigned first. Full time educational assistants shall be reassigned in such a manner so as to maintain their full time status. Should an educational assistant have no preferences among the available vacancies, said educational assistant shall be reassigned to any positions for which he/she is qualified. However, the District shall make every reasonable effort to reassign educational assistants to positions of at least the same number of hours they currently work. Additional allocation or restored allocation in educational assistant hours shall be first offered to educational assistants then currently employed at the school/work location where such allocation becomes available. Additional hours will be offered to educational assistants on the basis of seniority before additional educational assistants are hired to perform the available work.

### **Seniority**

There shall be four (4) seniority lists: 1) all regular part time educational assistants, 2) all regular full time educational assistants 3) all nurse's assistants and 4) all parent liaisons. Educational assistants who work nineteen (19) hours or more hours per week shall be classified as regular full time educational assistants.

Educational assistants shall have their anniversary date established at the original date of their most recent hire and shall be given credit for all time followed by continuous service.

### **3.02 Layoff**

A reduction in staff shall be made only for the reasons asserted by the District and shall not be used to discipline an employee for his or her performance or conduct. Whenever a reduction in staff is required within the sole judgment of the District, such educational assistants shall be laid off in inverse order of seniority as defined above provided the remaining educational assistants are capable of carrying out the required duties. If the nurse's assistants staff is to be reduced, those laid off shall be identified exclusively from those currently employed as nurse's assistants.

Educational assistants who are laid off will be recalled by order of seniority to fill openings as they arise, provided the educational assistant is qualified for the position. Only those formerly laid off as nurse's assistants will be recalled to nurse's assistant positions.

When there is to be a reduction of educational assistants with identical seniority dates, educational assistants shall be selected for layoff by lot.

If parent liaison staff is to be reduced, those laid off shall be identified exclusively from those currently employed at the site where the reduction is to occur. Parent liaisons shall be laid off in inverse order of seniority provided the remaining parent liaisons at the site are capable of carrying out the required duties. Parent liaisons who are laid off will be recalled by order of seniority to fill openings within this unit as they arise, provided the parent liaison is qualified for the position.

### **3.03 Recall Period**

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### **3.04 Recall Procedure**

Educational assistants on the recall lists shall be given preference in the order of their seniority over all new applicants for all positions for which they can qualify. Such individuals shall be offered recall one time only. Educational assistants recalled shall return to the same level in the salary range they had attained when they were laid off and shall receive full credit for all prior service, but shall not receive credit for the time for which they were laid off except as otherwise provided.

### **3.05 Insurance Benefits**

An employee on layoff status may continue group health insurance coverage available through the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

# **SECTION 4**

## **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All educational assistants shall be on probation for one (1) school year immediately following their employment. The District and the employee may mutually agree to extend the probationary period for an additional period of time not to exceed six (6) months. During the probationary period, an employee may not transfer to a position of which the title is different from their current title. Employees who transfer during their probationary period shall be on probation for at least six (6) months in their new position and shall not be granted an additional transfer during their probationary period.

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

**Probationary Employee:** Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. The District acknowledges that it is in the best interest of probationary employees to receive early counseling and warning of potential performance problems. Written notice of discipline and/or termination and the reasons therefore, shall be provided to the employee, at the time of such action. Disciplinary action less than termination shall be subject to the grievance procedure provisions of this Handbook in Section 4 but cannot be appealed beyond Level 2 of the grievance procedure. The employee does not have the right to appeal a termination.

**Non-Probationary Employee:** A non-probationary employee may be disciplined or terminated for just cause. Written notice of discipline and/or termination and the reasons therefore, shall be provided to the employee, at the time of such action. Such discipline or termination shall be subject to the grievance procedure provisions of Section 4 of this Handbook.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file. The employee may respond in writing with his or her comments attached to any disciplinary material.



# **SECTION 5 HOLIDAYS**

## **5.01 Holidays Defined**

Educational assistants shall be compensated for the following holidays based on the number of hours regularly worked on the week day on which the holiday occurs:

Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, December 31, New Year's Day, Martin Luther King Jr. Day, the first Friday of spring break, Memorial Day

## **5.02 Eligibility for Holiday**

If the educational assistant is in pay status during the payroll period in which a holiday(s) falls, he/she shall be compensated for any holiday(s) that fall(s) in the same payroll period. An EA who is not in a pay status immediately before or after the payroll period shall not be compensated. If the educational assistant does not normally work on the week day on which the holiday occurs, but works the same hours each day when working, the educational assistant is entitled to the same hours of pay for the holiday. If the same circumstances exist, except that the educational assistant works varying hours on the days worked, hours are averaged and holiday pay is paid for the average hours worked that week.

## **5.03 Summer School**

Educational assistants who are employed by the District during summer school sessions shall be compensated for Independence Day in accordance with the above provisions.

# SECTION 6

## COMPENSATION

### 6.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 6.02 Wage Schedule Placement

A new educational assistant is initially placed at Step 2 and advanced annually at the beginning of the school year to the third (3), fourth (4), fifth (5), etc. steps. All rates of pay are effective the first day worked in the school year.

Educational assistants reemployed following resignation shall return to the same step in the salary range they had attained at the time of resignation, and shall receive full credit for all prior service, but shall not receive credit for the time during which they were separated.

### 6.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Workers' Compensation Act.

A school year equates to 10 months service.

The longevity percentage payment calculated to the nearest dollar shall be:

- After 1 school years at Step 8 = 2% over base pay (Step 8)
- After 3 school years at Step 8 = 3% over base pay (Step 8)
- After 12 school years = 4% over base (Step 8)
- After 13 school years = 5.5% over base (Step 8)
- After 14 school years = 7% over base (Step 8)
- After 15 school years = 9% over base (Step 8)
- After 17 school years = 10% over base (Step 8)
- After 19 school years = 11% over base (Step 8)
- After 21 school years = 12% over base (Step 8)
- After 23 school years = 13% over base (Step 8)
- After 26 school years = 14% over base (Step 8)
- After 28 school years = 15% over base (Step 8)

Longevity pay shall be added to an employee's Step 8 base pay and shall be considered as part of Step 8 base pay.

Longevity payments shall be effective on the first day of the school year after which the length of service is completed. Any time worked during the first year of employment constitutes a full school year of service for purposes of computing longevity.

## **SECTION 7**

# **JOB-RELATED TRAINING**

All special education assistants newly hired prior to the commencement of any school year will participate in District orientation courses. Special education assistants hired after the start of the school year shall be provided orientation. New special education assistant employees shall receive orientation to familiarize them with their duties and responsibilities and to acquaint them with school regulations, buildings, equipment and services. Special education assistant employees will be compensated for their participation consistent with the terms herein.

An employee may be granted time off, without loss of pay or use of accumulated leave time, up to two (2) days per school year, to attend training sessions, workshops, and conferences pertaining to the employee's work as authorized by the employee's principal and the special education coordinator. The District shall pay for the cost of registration, mileage and other pre-approved expenses for pre-approved courses that have been properly submitted on the "Out-of-District Activity" form.

Educational assistants who are recommended or directed by their supervisor to attend training offered during non-scheduled work hours or during summer vacation shall be compensated for their attendance at their regular hourly rate of pay provided the training and funding has been pre-approved by Educational Services.

In order to continue employment with the District, Nurse's Assistants shall be required to maintain current CPR/AED certification via a District approved CPR/AED course. There will be no fee for nursing assistants for a course conducted by the District. At the time of any training, the District will have available for nurse's assistants' use all required materials, manuals, etc., at no cost to the nurse's assistants.

# **SECTION 8 LEAVE**

## **8.01 Accrual of Personal Illness Leave**

Educational assistants earn paid personal illness leave as follows:

20 hours worked = one hour of personal illness leave.

Such leave must be earned before it is taken.

Educational assistants employed during the summer school sessions or who are assigned to extended school year IEP responsibilities or extended employment opportunities, shall earn personal illness leave as computed above. This shall be cumulative with their regular sick leave. Educational assistants who are so employed may use sick leave during a scheduled workday during the summer.

## **8.02 Personal Leave**

Educational assistants may receive up to two unpaid personal leave days per school year. Such absence will be in at least one-half (1/2) day increments. Requests shall be submitted to the school principal for approval.

# SECTION 9 INSURANCES

## 9.01 Dental Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

### Termination

Dental insurance coverage ends upon the death of the employee, when the employee requests that coverage be cancelled, when the employee does not pay his/her portion of the premium or when employment ends for any reason.

## 9.02 Health Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage.

Educational assistants new to the District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided completed applications for such coverage are received in the Benefits Department on or before All Staff Day prior to the start of the school year. For educational assistants whose applications are received after All Staff Day and for educational assistants beginning employment after August, such coverage shall be available the first day of the month following one month of employment.

Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce, or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

### Contribution

The District currently offers at no cost to the employee the option of membership in one of at

least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan and Unity. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the provided HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

### **Termination**

If an educational assistant's employment ends with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.

If an educational assistant submits a resignation 1) with an effective date after the end of the school year or 2) effective with the conclusion of the last day of the school year, health insurance benefits continue through the end of July.

## **9.03 Life Insurance**

### **Eligibility**

Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.

### **Contribution**

The District shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

## **9.04 Long-Term Care Insurance**

### **Eligibility**

Employees who are employed 19 hours or more per week are eligible for long-term care insurance.

### **Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

## **9.05 Long-Term Disability Insurance**

### **Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

## **SECTION 10 EMPLOYEE EVALUATIONS**

**10.01 Evaluation**

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

**10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

**10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

**10.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

**10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# **SECTION 11**

## **RESIGNATION FROM EMPLOYMENT**

Resignation from employment during the school year must be submitted by the employee to the building principal or the Human Resources Department at least two (2) weeks prior to the employee's last scheduled day of work. Any educational assistant who fails to give written notice at least two (2) weeks prior to the last scheduled day of work shall pay to the District fifty dollars (\$50) as liquidated damages for the failure to give such notice.

Resignation from employment after the last day of the school year and prior to July 1st must be submitted to the Human Resources Department and is without penalty.

Resignation on or after July 1st, but prior to the first workday, must be submitted to the Human Resources Department. Any educational assistant who gives written notice during this time period shall pay to the District one hundred dollars (\$100) as liquidated damages.

Said sum(s) are a reasonable estimate of the actual damages caused by the failure to give such notice.

An employee who submits a resignation during a period in which she/he is laid off shall not incur a resignation penalty.



# **SECTION 12**

## **POST-EMPLOYMENT BENEFITS**

### **12.01 Accrued Benefits**

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime/compensatory time credits as approved and recorded on the District payroll system.

### **12.02 Retirement Sick Leave Payment**

Retirees are defined as benefit-eligible employees who are over fifty-five (55) years of age upon retirement, have been employed in the District at least ten (10) years and are an immediate annuitant of the Wisconsin Retirement Fund. Retirees who have any District insurance coverages (life, dental, health insurance, long-term care or Medicare supplement) as of January 1 of the year preceding the year in which the employee retires shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of 1550 hours, computed at the educational assistant's prevailing wage rate, including any longevity pay, in effect at the time of the educational assistant's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated sick leave credits in excess of 1550 hours, computed at the educational assistant's prevailing wage rate, including any longevity pay, in effect at the time of the educational assistant's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, health insurance, long-term care or Medicare supplement then in force for educational assistants until said funds are exhausted.

If a retired employee dies and is receiving benefits as defined above, his/her spouse will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

1. Said funds are exhausted.
2. The spouse elects to discontinue coverage in the District benefits programs;
3. The spouse dies; or
4. The spouse remarries.

Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage, may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the Handbook at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

The value of the accumulated unused sick leave of an employee who dies after reaching age 55 but before retirement and at the time of death has a spouse working for the District, shall be held in a separate account and will be accessible to such employee's surviving spouse when he/she retires from District employment.

Eligible retirees, as defined above, may participate in the health and dental plan(s) currently available through the Handbook provided they pay 100% of the premiums for same directly to the insurance carrier.

Employees eligible for disability retirement benefits (i.e. Wisconsin Retirement System or Social Security) may participate in the insurance plan(s) provided they pay the full monthly premium.

### **12.03 Reemployment after Retirement**

A retired employee who is employed temporarily reemployed on an emergency basis will be compensated at his/her salary step on the salary schedule at the time of his/her retirement.

## **SECTION 13 MISCELLANEOUS**

### **13.01 District Employee Hired into the Unit**

A District employee hired into the Educational Assistant Unit from outside the unit but as a District employee shall have the following rules applicable:

1. The employee's seniority within the unit for purposes of promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit followed by continuous service.
2. The employee shall be given credit for the employee's total years of service from the date of original hire in the District for the provisions relating to wages and longevity. "Date of original hire" means the employee's last date of hire followed by continuous service. Sick leave will be converted based on dollar value of earned days/hours from the old position to the new position.
3. The employee's "total years of service" means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
4. The District employees hired new to this unit shall serve the probationary period for this unit set out in Section 4.01.

# Addendum F, Appendix 1: Education Assistant Salary Schedule

## A. SALARY

- The salary rates shown below shall be the hourly wage rates for regular Educational Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	12.73												
3	13.15												
4	13.61												
5	14.13												
6	14.65												
7	15.19												
8	15.76	16.08	16.23	16.39	16.63	16.86	17.18	17.34	17.49	17.65	17.81	17.97	18.12

- The salary rates shown below shall be the hourly wage rates for S.E.A.s.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	13.36												
3	13.80												
4	14.31												
5	14.82												
6	15.38												
7	15.90												
8	16.39	16.72	16.88	17.05	17.29	17.54	17.87	18.03	18.19	18.36	18.52	18.68	18.85

- The salary rates shown below shall be the hourly wage rates for Floater S.E.A.s.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	13.98												
3	14.52												
4	15.02												
5	15.54												
6	16.11												
7	16.66												
8	17.17	17.51	17.69	17.86	18.11	18.37	18.72	18.89	19.06	19.23	19.40	19.57	19.75

- The salary rates shown below shall be the hourly wage rates for Nurse's Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	15.54												
3	16.01												
4	16.50												
5	16.98												
6	17.49												
7	18.01												
8	18.56	18.93	19.12	19.30	19.58	19.86	20.23	20.42	20.60	20.79	20.97	21.16	21.34

5. The salary rates shown below shall be the hourly wage rates for Clerical Educational Assistants.

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	13.36												
3	13.80												
4	14.31												
5	14.82												
6	15.38												
7	15.90												
8	16.39	16.72	16.88	17.05	17.29	17.54	17.87	18.03	18.19	18.36	18.52	18.68	18.85

6. The salary rates shown below shall be the hourly wage rates for Parent Liaisons and Family Health Liaisons:

Step	Base	2%	3%	4%	5.5%	7%	9%	10%	11%	12%	13%	14%	15%
2	15.74												
3	16.18												
4	16.61												
5	17.06												
6	17.50												
7	17.93												
8	18.41	18.78	18.96	19.15	19.42	19.70	20.07	20.25	20.44	20.62	20.80	20.99	21.17

# ADDENDUM G – SCHOOL SECURITY ASSISTANTS



# SECTION 1

## HOURS OF WORK AND WORK SCHEDULE

### 1.01 Regular Workday

The District shall establish a regular schedule of hours for each school security assistant. Should a situation occur which mandates varied coverage, the District may modify the schedule of a school security assistant for up to five (5) consecutive work days. If the District wishes to modify the schedule of a school security assistant(s) at a work location for longer than five (5) consecutive work days, it shall first seek volunteer(s). If there are no or insufficient volunteers, the District may, with two (2) weeks notice to the employee(s), modify the work schedule(s), starting with the least senior school security assistant at the work location.

### 1.02 Regular Work Year

School security assistants' employment will be defined as:

182	work days
10	holidays
2	inservice days
3	professional development days
2	floating holidays
1	all staff day
200	total potential days

### 1.03 Lunch Period

School security assistants working four (4) or more hours per day shall be provided a one-half (½) hour paid lunch, during which the school security assistants shall remain on call and at the work site.

### 1.04 Breaks

Employees scheduled to work four (4) hours, but less than six (6) hours per day, each school security assistant shall receive one fifteen (15) minute paid break. Employees scheduled to work six (6) hours but less than eight (8) hours per day will receive twenty (20) minutes of paid break time. Employees scheduled to work six (6) hours but less than eight (8) hours per day must take one ten (10) minute break in the a.m. and one ten (10) minute break in the p.m. Employees scheduled to work eight (8) hours per day will receive two fifteen (15) minute paid breaks. Employees scheduled to work eight (8) hours per day must take one fifteen (15) minute break in the a.m. and one fifteen (15) minute break in the p.m. During paid breaks, school security assistants shall remain on call and at the work site.

### 1.05 Overtime

Should the School Security Coordinator determine that it is necessary to mandate overtime, such overtime shall be assigned to those school security assistants at the work location who volunteer. If there are no or insufficient volunteers, such overtime shall rotated and equalized among the

school security assistants at the work location where coverage is needed. However, should the School Security Coordinator determine that it is necessary to mandate overtime, and due to the unique nature of the circumstances necessitating the overtime a specific school security assistant is needed, such school security assistant may be assigned the overtime.

### **1.06 Split Shift**

Should the District wish to implement a temporary split shift, the District may do so for up to five (5) consecutive work days. Volunteers at the work location shall first be sought. If there are no or insufficient volunteers, the assignment shall be made in the inverse order of seniority of those school security assistants at the work location.

### **1.07 Electronic Tracking of Hours Worked**

An electronic time card system (Kronos) shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

### **1.08 Emergency Closings**

1. Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice to those in the bargaining unit shall be delivered prior to 6:30 a.m. over radio stations whose broadcast studios are located within the city limits of the City of Madison. If the schools are closed during the day, then notice will be given at the school building. If schools are closed as described above, school security assistants shall not report to work or shall leave work. Lost work time due to a temporary school closing or delay in opening may be compensated by the school security assistant's request in writing to the school security assistant's supervisor to use personal illness leave or floating holiday. School security assistants who choose not to use personal illness leave or floating holiday may elect to make up the lost work time as set forth in paragraph #2.
2. School security assistants, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph #3 below, in the following manner:
  - a. With prior written approval of the School Security Coordinator as to the make up time, dates and duties, school security assistants may make up all of the regularly assigned time which was lost on the days referenced in paragraph #1 through completion of one week after the current school year.
  - b. Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the make-up time is not completed by the end of one week following the last day of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.
  - c. The time set for make up plus the regular assigned hours cannot exceed forty (40) hours per week.

- d. Make up hours (i.e., moving from part time to full time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.
  - e. Duties for the make up time will include staff development/training opportunities offered by the District, or work traditionally assigned by the School Security Coordinator.
3. If it is necessary to extend the school year to qualify for state aid then the regularly scheduled hours must be made up during the extended school year.



# **SECTION 2**

## **ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **2.01 Assignment**

A school security assistant, upon beginning employment in the District, is given a preliminary notification of building assignment.

Continuing school security assistants shall receive notice of the probable number of hours of their assignment and location prior to June 1 of the current school year. The assignment will be at the same school as one's assignment for the current school year, unless there is an involuntary transfer.

### **2.02 Job Posting**

Existing school security assistant vacancies are posted online the last school day of each week. A list of school security assistant vacancies may be examined at any time in the Office of Human Resources. In addition, such information shall be made available orally to those school security assistants making telephone inquiries with Human Resources.

Vacancy notices shall be listed/posted for four (4) school days during the school year prior to the date requests for transfer are due. The notice shall contain the date transfer requests are due.

Vacancies are exempt from the posting and listing requirements two (2) weeks prior to the first week of school through the first fourteen (14) school days of each year. School security assistants shall not be permitted to voluntarily transfer during this fourteen- (14) day period.

Positions for summer school shall be listed/posted for four (4) school days during the school year prior to the date requests for transfer are due. The notice shall contain the date transfer requests are due.

All school security assistants interested in summer school positions will be offered work and provided a schedule of work by April 15. The hours of work available shall be shared among those school security assistants who apply for summer school positions. In the event an insufficient number of school security assistants apply to fill the available summer school positions, the District retains the right to assign school security assistants to such positions.

### **2.03 Selection Process**

Vacancies shall first be filled by employees in surplus. The District has the right to determine and select the most qualified applicant for any position. The term applicant refers to both internal and external candidates for the position.

The District retains the right to determine the job qualifications needed for any vacant position. Minimum qualifications shall be established by the District and equally applied to all persons.

### **2.04 Involuntary Transfers**

The involuntary transfer of a school security assistant to another building location may be

made by the Superintendent, or his/her designee, provided such transfer is not for arbitrary or capricious reasons. Vacant positions which the District intends to fill by an involuntary transfer pursuant to this section need not be posted.

## **SECTION 3 LAYOFF AND RECALL**

### **3.01 Layoff**

Layoffs shall be made only for the reasons asserted by the District and shall not be used to discipline an employee for his or her performance or conduct. Whenever the District, in its sole discretion, determines a reduction in the number of employee positions (full layoff) or in the number of hours in any position (partial layoff) is required, school security assistants will be laid off in inverse order of seniority provided the remaining school security assistants are qualified to perform the work of the laid off employee. When school security assistants have identical seniority dates, school security assistants shall be selected for layoff by lot.

A school security assistant's seniority within the unit for purpose of promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit followed by continuous service. School security assistants shall have their anniversary date established at the original date of their most recent hire and shall be given credit for all time followed by continuous service.

### **3.02 Notice of Layoff**

The District will give at least four (4) weeks notice of layoff. The layoff notice shall specify the effective date of layoff.

### **3.03 Recall Period**

The District shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.

### **3.04 Recall Procedure**

School security assistants who are laid off will be recalled by order of seniority to fill openings as they arise provided the school security assistant is qualified for the position. Such individuals shall be offered recall one time only. School security assistants recalled shall return to the same level in the salary range they had attained when they were laid off and shall receive full credit for all prior service, but shall not receive credit for the time for which they were laid off except as otherwise provided.

### **3.05 Insurance Benefits**

An employee on layoff status may continue group health insurance coverage available through

the Handbook during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff, by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under state law and federal COBRA benefit provisions.

## **SECTION 4**

# **DISCIPLINE AND TERMINATION**

### **4.01 Length of Probationary Period**

All school security assistants shall be on probation for one (1) school year immediately following their employment. The District and the employee may mutually agree to extend the probationary period for an additional period of time not to exceed six (6) months.

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

Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. The District acknowledges that it is in the best interest of probationary employees to receive early counseling and warning of potential performance problems. Written notice of discipline and/or termination and the reasons therefore, shall be provided to the employee, at the time of such action. Disciplinary action less than termination shall be subject to the grievance procedure provisions of this Handbook outlined in Section 4 but cannot be appealed beyond Level 2 of the grievance procedure. The employee does not have the right to appeal a termination.

Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for just cause. Written notice of discipline and/or termination and the reasons therefore, shall be provided to the employee, at the time of such action. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook outlined in Section 4.

### **4.03 Representation**

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

### **4.04 Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file. The employee may respond in writing with his or her comments attached to any disciplinary material.

# SECTION 5 HOLIDAYS

## 5.01 Holidays Defined

School security assistants shall be compensated for the following holidays based on the number of hours regularly worked on the week day on which the holiday occurs:

Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, December 31, New Year's Day, Martin Luther King Day, the first Friday of spring break, Memorial Day

## 5.02 Eligibility for Holiday

If the school security assistant is in pay status during the payroll period in which a holiday(s) falls, he/she shall be compensated for any holiday(s) that fall(s) in the same payroll period. A SSA who is not in a pay status immediately before or after the payroll period shall not be compensated. If the school securityassistant does not normally work on the week day on which the holiday occurs, but works the same hours each day when working, the school securityassistant is entitled to the same hours of pay for the holiday. If the same circumstances exist, except that the school securityassistant works varying hours on the days worked, hours are averaged and holiday pay is paid for the average hours worked that week

## 5.03 Summer School

School security assistants who are employed by the District during summer school sessions shall be compensated for Independence Day in accordance with the above provisions.

## 5.04 Floating Holiday

School security assistants shall have two (2) floating holidays each school year. These holidays do not accrue. Such holidays shall be taken off at the date(s) selected by the school security assistant, which date(s) shall be subject to the approval of the building principal. Such approval will not be unreasonably withheld

# SECTION 6

## COMPENSATION

### 6.01 Wage Schedule

The Wage Schedule is attached as Appendix 1.

### 6.02 Wage Schedule Placement

A new school security assistant is initially placed at Step 2 and advanced annually at the beginning of the school year to the third (3), fourth (4), fifth (5), etc. steps. All rates of pay are effective the first day worked in the school year.

School security assistants reemployed following resignation shall return to the same step in the salary range they had attained at the time of resignation, and shall receive full credit for all prior service, but shall not receive credit for the time during which they were separated.

### 6.03 Longevity Pay

Employees shall receive longevity pay as hereinafter provided:

Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Workers' Compensation Act.

A school year equates to 10 months service.

The longevity percentage payment calculated to the nearest dollar shall be:

- After 1 school years at Step 8 = 2% over base pay (Step 8)
- After 3 school years at Step 8 = 3% over base pay (Step 8)
- After 12 school years = 4% over base (Step 8)
- After 13 school years = 5.5% over base (Step 8)
- After 14 school years = 7% over base (Step 8)
- After 15 school years = 9% over base (Step 8)
- After 17 school years = 10% over base (Step 8)
- After 19 school years = 11% over base (Step 8)
- After 21 school years = 12% over base (Step 8)
- After 23 school years = 13% over base (Step 8)
- After 26 school years = 14% over base (Step 8)

Longevity pay shall be added to an employee's Step 8 base pay and shall be considered as part of Step 8 base pay.

Longevity payments shall be effective on the first day of the school year after which the length of service is completed. Any time worked during the first year of employment constitutes a full school year of service for purposes of computing longevity.

## **6.04 Uniforms**

Whatever clothing the District requires school security assistants to wear as a condition of employment shall be provided by the District at no cost to the school security assistants.

# **SECTION 7 JOB-RELATED TRAINING**

Prior to commencing their assignments, all newly hired school security assistants will participate in District orientation (as regards work assignment) and training. School security assistants will be compensated for their participation consistent with the terms and conditions of this Handbook.

An employee may be granted time off, without loss of pay or use of accumulated leave time, up to two (2) days per school year, to attend training sessions, workshops, and conferences pertaining to the employee's work as authorized by the employee's principal and the school security coordinator.

Security Assistants may be granted one day per school year to observe, by visitation, good security practices in other schools within the District. Requests shall be submitted to the Security Coordinator for approval.

# **SECTION 8 LEAVE**

## **8.01 Accrual of Personal Illness Leave**

School security assistants earn paid personal illness leave as follows:

20 hours worked = one hour of personal illness leave.

Such leave must be earned before it is taken.

School security assistants employed during the summer school sessions or who are assigned to extended employment opportunities, shall earn personal illness leave as computed above. This shall be cumulative with their regular sick leave. School security assistants who are so employed may use sick leave during a scheduled workday during the summer.

# SECTION 9 INSURANCES

## 9.01 Dental Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.

### Contribution

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

### Termination

Dental insurance coverage ends upon the death of the employee, when the employee requests that coverage be cancelled, when the employee does not pay his/her portion of the premium or when employment ends for any reason.

## 9.02 Health Insurance

### Eligibility

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage.

School security assistants new to the District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided completed applications for such coverage are received in the Benefits Department on or before All Staff Day prior to the start of the school year. For school security assistants whose applications are received after All Staff Day and for school security assistants beginning employment after August, such coverage shall be available the first day of the month following one month of employment.

Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce, or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

### **Contribution**

The District currently offers at no cost to the employee the option of membership in one of at least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan and Unity. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the provided HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

### **Termination**

If a school security assistant's employment ends with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.

If a school security assistant submits a resignation 1) with an effective date after the end of the school year or 2) effective with the conclusion of the last day of the school year, health insurance benefits continue through the end of July.

## **9.03 Life Insurance**

### **Eligibility**

Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.

### **Contribution**

The District shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

## **9.04 Long-Term Care Insurance**

### **Eligibility**

Employees who are employed 19 hours or more per week are eligible for long-term care insurance.

### **Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

## **9.05 Long-Term Disability Insurance**

### **Eligibility**

All employees who are regularly assigned to work nineteen (19) or more hours per week are



eligible for long-term disability insurance coverage.

**Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

## **SECTION 10 EMPLOYEE EVALUATIONS**

**10.01 Evaluation**

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

**10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

**10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District and communicated to all employees.

During an employee's probationary period, the employee shall be evaluated at least twice. Thereafter, employees shall be evaluated at least every two years.

**10.04 Receipt of Evaluation**

The evaluator will review the evaluation with the employee and provide him/her with a copy of the evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

**10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

# **SECTION 11**

## **RESIGNATION FROM EMPLOYMENT**

Resignation from employment during the school year must be submitted by the employee to the building principal or the Human Resources Department at least two (2) weeks prior to the employee's last scheduled day of work. Any school security assistant who fails to give written notice at least two (2) weeks prior to the last scheduled day of work shall pay to the District fifty dollars (\$50) as liquidated damages for the failure to give such notice

Resignation from employment after the last day of the school year and prior to July 1st must be submitted to the Human Resources Department and is without penalty.

Resignation on or after July 1st, but prior to the first workday must be submitted to the Human Resources Department. Any school security assistant who gives written notice during this time period shall pay to the District one hundred dollars (\$100) as liquidated damages.

Said sum(s) are a reasonable estimate of the actual damages caused by the failure to give such notice.

An employee who submits a resignation during a period in which she/he is laid off, shall not incur a resignation penalty.

# **SECTION 12**

## **POST-EMPLOYMENT BENEFITS**

### **12.01 Accrued Benefits**

As of the payroll period which included the effective date of layoff, discharge, resignation or death of any employee, the employee or his/her heirs shall receive his/her vested earnings which shall include accrued vacation, holiday and overtime/compensatory time credits as approved and recorded on the District payroll system.

### **12.02 Retirement Sick Leave Payment**

Retirees are defined as benefit eligible employees who are over fifty-five (55) years of age upon retirement, have been employed in the District at least ten (10) years and are an immediate annuitant of the Wisconsin Retirement Fund. Retirees who have any District insurance coverages (life, dental, health insurance, long-term care or Medicare supplement) as of January 1 of the year preceding the year in which the employee retires shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of 1550 hours, computed at the school security assistant's prevailing wage rate, including any longevity pay, in effect at the time of the school security assistant's retirement. Employees who meet the eligibility standards set forth above shall also receive the equivalent value of fifty percent (50%) of their accumulated

sick leave credits in excess of 1550 hours, computed at the school security assistant's prevailing wage rate, including any longevity pay, in effect at the time of the school security assistant's retirement. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, health insurance, long-term care or Medicare supplement then in force for school security assistants until said funds are exhausted.

If a retired employee dies and is receiving benefits as defined above, his/her spouse will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

1. Said funds are exhausted.
2. The spouse elects to discontinue coverage in the District benefits programs;
3. The spouse dies; or
4. The spouse remarries.

Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage, may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the Handbook at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

The value of the accumulated unused sick leave of an employee who dies after reaching age 55 but before retirement and at the time of death has a spouse working for the District, shall be held in a separate account and will be accessible to such employee's surviving spouse when he/she retires from District employment.

Eligible retirees, as defined above, may participate in the health and dental plan(s) currently available through the Handbook provided they pay 100% of the premiums for same directly to the insurance carrier.

Employees eligible for disability retirement benefits (i.e. Wisconsin Retirement System or Social Security) may participate in the insurance plan(s) provided they pay the full monthly premium.

### **12.03 Reemployment after Retirement**

A retired employee who is employed or temporarily reemployed on an emergency basis will be compensated at his/her salary step on the salary schedule at the time of his/her retirement.

# **SECTION 13**

## **MISCELLANEOUS**

### **13.01 District Employee Hired into the Unit**

A District employee hired into the School Security Assistant Unit from outside the unit but as a District employee shall have the following rules applicable:

1. The employee's seniority within the unit for purposes of promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit followed by continuous service.
2. The employee shall be given credit for the employee's total years of service from the date of original hire in the District for the provisions relating to wages and longevity. "Date of original hire" means the employee's last date of hire followed by continuous service. Sick leave will be converted based on dollar value of earned days/hours from the old position to the new position.
3. The employee's "total years of service" means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
4. The District employees hired new to this unit shall serve the probationary period for this unit set out in Section 4.01.

# Addendum G, Appendix 1: School Security Assistant Salary Schedule

## A. SALARY

1. The salary rates shown below shall be the hourly wage rates for regular school security assistants.

<b>Step</b>	<b>Base</b>	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5.5%</b>	<b>7%</b>	<b>9%</b>	<b>10%</b>	<b>11%</b>	<b>12%</b>	<b>13%</b>	<b>14%</b>
2	15.67											
3	16.65											
4	17.17											
5	17.68											
6	18.21											
7	18.77											
8	19.33	19.71	19.91	20.10	20.39	20.68	21.07	21.26	21.45	21.65	21.84	22.03

# **ADDENDUM H – SUBSTITUTE TEACHERS**



# SECTION 1

## ASSIGNMENTS

### 1.01 Daily

Principal's and teacher's requests for a given substitute, as communicated via the building principal to the Department of Human Resources, shall be given priority for all assignments of six (6) days or less.

Should no request be made, the following sequence will apply:

1. Substitute teachers who hold like certification to the vacant position shall next be called for assignments.
2. If the District is not able to place a substitute per 1. above, the District may call other substitutes holding teacher certification or permit-holding substitutes

### 1.02 Long Term

Principal's and teacher's requests for a given substitute, as communicated via the building principal to the Department of Human Resources, shall be given priority for all assignments of seven (7) days or more provided the requested substitute teacher holds like certification to the vacant position.

If the assignment remains unfilled, the District will contact substitutes holding like certification to the vacant position and if the assignment continues to remain unfilled, the District will call other qualified substitutes.

### 1.03 Job Notification

When offering an assignment, the District shall notify the prospective substitute teacher of the following information:

- 1) School Name/Location
- 2) Teacher Name (when applicable)
- 3) Start time of the assignment
- 4) End time of the assignment
- 5) Assignment
- 6) Expected amount of compensation or FTE
- 7) Special instructions related to the assignment

The District shall make every reasonable effort to inform the substitute of his/her assignment twelve hours in advance of said assignment. (Reasonable effort shall include, when possible, when making assignments the afternoon before the day of the assignment, that the District shall call the substitute at the school to which he/she is assigned for that day).

When possible, where the teacher for whom a substitute is teaching planned a field trip, the substitute will be notified of the field trip when he/she is notified of the assignment. The substitute, with the concurrence of the principal, will attend. If the substitute was not notified of the field trip prior to accepting the assignment and is uncomfortable attending same, the building principal, or designee, may provide other suitable work in the building.

When on assignment the building principal, or his designee, shall make available for the substitute a copy of the appropriate school policies (including school district emergency procedure booklet), a map of the school, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule, bell schedule when applicable, the name and phone number of any individual designated in charge of discipline or who may provide assistance if necessary (e.g., Dept. Chair, Learning Coordinator, etc.) and access to the classroom at least 30 minutes before assignment is to commence or upon arrival. Seating charts, class schedule and lesson plans for all classes to be taught should be provided to the substitute. Board of Education policies will be available to the substitute upon request.

#### **1.04 Responsibilities**

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting which includes the following:

1. It is the substitute teacher's obligation to conduct the instructional program in a manner which contributes to and enhances the education of children.
2. It is the substitute teacher's obligation to notify, in writing, the teacher and/or principal with an analysis of the teaching situation which occurred during the period for which they substituted.
3. It is the professional responsibility of the substitute to follow the individual school policies, practices and procedures, the Board of Education's policies, practices and procedures and the Handbook.



# SECTION 2

## COMPENSATION

### 2.01 Salary Rates

#### Daily Rate

Per diem substitutes shall be compensated at the daily rate of \$151.51.

#### Long-Term Rate

A substitute teacher who teaches a minimum of seven (7) consecutive teaching days for the same regular teacher shall qualify for the long-term rate of pay. Such shall be paid retroactively to the beginning date of such service.

The long-term daily rate of pay shall be Track 1.0, Level 4.0 of the Teachers Salary Schedule ÷ 192 days. A substitute so assigned shall be paid 100% of daily rate (192 days) computed on \$34,335.

#### Extended Long-Term Rate

The extended long-term rate is applicable for assignments greater than a semester. The extended long-term daily rate of pay is determined by calculating the daily rate that the substitute teacher would receive if he/she were being initially placed on the teacher salary schedule. This daily rate is calculated by dividing the annual teacher salary rate by 192 days.

A substitute in an extended long-term assignment shall be eligible to receive health, dental and life insurance benefits as set forth in the Handbook when: 1) the assignment is known at the onset to be more than a semester (90 school days or more) or 2) the assignment falls within the parameters of Addendum A Section 3.03 of the Handbook.

#### Special Pay Rates

Individuals substituting for psychologists, nurses, speech and language pathologists, and occupational and physical therapists, shall be compensated at the equivalent of their daily rate as if hired under a regular teaching contract.

Individuals substituting for social workers, braillists, guidance counselors, and teachers for the visually impaired or hearing impaired shall be compensated according to the following formula: Track 6, Level 8.0 of the Teacher Salary Schedule ÷ 192 days.

A psychologist, social worker, nurse, speech and language pathologist, occupational therapist, physical therapist, braillist, guidance counselor, or teacher for the visually impaired or hearing impaired who retires from the District and who is subsequently rehired to substitute in a position similar to that for which he/she had primary responsibility shall be paid at his/her formerly achieved track and level. Similar means the same position from which a person retired, but at a different location.

### 2.02 Salary Computation

At the elementary school level, per diem substitutes shall be called in and compensated in half-day (.5) or full-day increments. At the elementary school level, long-term substitutes shall be compensated at the full daily rate for a full day, or a prorata of the full daily rate, based upon the regular teacher's class assignment (example: (.2), (.4), (.6), (.8)).

At the middle school and high school levels, substitutes shall be called in and compensated at the full daily rate for a full day, or a prorata of the full daily rate, based upon the regular teacher's class assignment (example: (.2), (.4), (.6), (.8)).

Substitute Teachers at La Follette 4-Block shall be paid .33 of the appropriate rate set for each block taught at La Follette High School. When a substitute teacher teaches a full day (3 blocks) and covers a class for a fourth block, he/she shall be compensated at the Class Covering rate for the fourth block.

A substitute working in a single assignment that crosses the elementary and secondary levels shall be compensated based on the percent of contract held by the teacher for whom the substitute is working.

A substitute who arrives late for an assignment or departs early from an assignment shall have his/her pay pro-rated accordingly.

A substitute teacher shall be paid for the initially requested amount of time if he/she (a) is initially given an assignment from the sub office for a particular amount of time, (b) goes to the school and works in the assignment but the time in the assignment turns out to be less than the initially requested time, and (c) is sent home early because other suitable work is not available.

A substitute teacher shall be paid only for work performed regardless of the initially requested amount of time if he/she (a) is given an assignment by telephone from the sub office for a particular amount of time, (b) goes to the school and works in the assignment but the time in the assignment turns out to be less than the initially requested time, and (c) the substitute chooses to leave early even though there is other suitable work available.

Suitable work for substitutes may include the following: correcting papers, supervising study halls, tutoring, chaperoning buses on field trips, recess duty, hall supervision and any other duties normally assigned teachers.

### **2.03 Call-In Pay**

A substitute teacher, who is called in error for an assignment which does not materialize, and is not subsequently offered a reassignment, shall receive one half (.5) of the applicable per diem rate, unless notified that the assignment is canceled 12 hours or more before said assignment is to commence, provided the substitute teacher calls the substitute placement office to request reassignment no later than 6:30 a.m. on the day of the canceled assignment. The District may reassign the substitute to any work location to perform work typically performed by a teacher, special education assistant, or educational assistant. If the substitute declines the reassignment, the substitute forfeits the .5 per diem call-in pay.

Should the substitute teacher arrive at the work site and find out that the assignment is canceled and is not subsequently reassigned, the substitute shall receive one-half (.5) of the applicable per diem rate provided the substitute teacher calls the substitute placement office to request reassignment. Should the substitute teacher be reassigned to another school or work location for that day, said substitute would be reimbursed for mileage.

### **2.02 Summer School**

Substitute teachers who work as substitutes for summer school shall be paid hourly at the rate

per hour calculated by dividing the summer school teacher salary at Base 1 by thirty (30).

## **2.03 Additional Compensation**

### **Extra Duty**

No substitute teacher, who is replacing a teacher, as per diem or long-term substitute may be required to perform extra duty assignments as defined in Addendum I of the Handbook. If substitutes volunteer to do so, they will be compensated accordingly.

### **Class Covering**

Per diem or long-term substitutes who agree to be assigned by a building principal or assistant principal to cover an additional class, shall be compensated at the rate set forth in the Addendum A Section 1.05 of the Handbook.

### **Noon Lunch Supervision**

All substitute teachers shall be provided with an unpaid daily duty free lunch period of at least 30 continuous minutes.

Substitute teachers perform noon lunch supervision as follows:

1. Substitutes may volunteer for said duty.
2. Substitutes, when replacing a teacher who normally performs noon lunch supervision, will perform said duty upon request of school principal.

Substitutes performing such supervision shall be compensated at the rate set forth in the Addendum A Section 4.01 of the Handbook.

### **RSG Conferences**

Substitute teachers who, at the request of the principal, perform Ready, Set, Go Conferences, shall be compensated pursuant Addendum A Section 15.02.

### **Parent Teacher Conferences**

Extended long-term substitute teachers for a full school year and substitute teachers who, at the request of the principal, conduct Parent Teacher Conferences at the secondary level, shall be covered by Addendum A Section 4.03.

Substitute teachers who, at the request of the principal, conduct Parent Teacher Conferences at the elementary level, shall be compensated a half-day (.5) for each evening of Parent Teacher Conferences conducted.

## **SECTION 3**

# **REMOVAL/DISCIPLINE/DISCHARGE**

### **3.01 Removal from Assignment**

A principal may replace the substitute in the assignment for any reason with a one-day written notice. A notice is not required if a substitute is removed pursuant to Section 6, below.

### **3.02 Discipline/Discharge**

Any substitute teacher may be disciplined for just cause. Discipline may be suspension for up to five (5) days, or removal from the substitute pool. Written notice of discipline, suspension, and/or termination and the reasons therefore, shall be provided in writing to the substitute teacher, at the time of such action. Such discipline, suspension or termination shall be subject to the grievance procedure provisions of Section 4 of this Handbook.

## **SECTION 4**

# **LEAVES**

### **4.01 Personal Illness**

This Section 4.01 is only applicable to substitutes under two conditions:

1. Substitutes hired before July 1, 2013.
2. Substitutes hired after July 1, 2013 who work in an extended long-term substitute capacity. These substitutes shall accrue personal illness leave for the period of the extended long-term assignment(s) only.

Substitutes earn paid personal illness leave at the rate of one day for each 20 full days worked. For accumulation purposes, the days worked in a payroll period are rounded to the nearest half day. Substitutes may accumulate up to 70 days of personal illness leave.

Substitutes may use their paid personal illness leave if ill and unable to complete an assignment accepted at least 48 hours prior or if they should become ill while on assignment and become unable to continue on said assignment. Compensation due to the substitute shall be at the contractual rate then in effect.

Substitute teachers who teach at least four (4) weeks during summer school sessions will earn one (1) day sick leave. This shall be cumulative with their regular sick leave. Substitute

teachers who teach in the summer school session may use sick leave accumulated during the regular school term during the summer. However, a day of sick leave during the summer shall consume a full day of accumulated sick leave. No other summer employment qualifies for sick leave benefits.

When a substitute teacher commences a leave of absence for medical reasons, the substitute and his/her representative may meet with the Director of Employment and the District Benefits Manager. The purpose of the meeting will be to discuss the amount, if any, of accrued personal illness that the substitute teacher may be allowed to access during the leave of absence.

#### **4.02 Bereavement**

A substitute teacher is allowed bereavement leave as set forth in Section 11 of the Handbook provided the substitute teacher would have been assigned work except for the applicable death. Any compensation due to the substitute shall be from the employee's accumulated sick leave.

## **SECTION 5 JOB-RELATED TRAINING**

The District recognizes the need for the continuing education of substitute teachers. Part of this continuing education may be achieved through orientation meetings and mandatory training sessions for substitutes. Should the District require substitutes to attend such orientation/mandatory training sessions, the substitutes will be compensated at the rate of \$25.00 per two hour session, or a proration thereof, for their attendance at such meetings. Whenever feasible, the District will schedule the orientation sessions in the fall.

When the District deems it appropriate, each per diem substitute may participate in teacher inservice day programs in the schools. Per diem substitutes shall be paid at their regular salary for inservice participation. Long-term substitutes may be required to attend inservice days and will receive their daily rate.

Substitutes may voluntarily participate in staff training programs sponsored through the District on space available basis. Such participation shall not be during the school day or with pay.

## **SECTION 6**

# **EVALUATIONS**

Should a principal choose to evaluate the teaching performance of a substitute assigned to his/her building, the principal may, at his/her request, receive input from the teacher for whom the substitute worked, team teachers, and/or department chairpersons, unit leaders, learning coordinators and program coordinators. "Teachers" shall not, however, be asked by the principal to conduct such evaluation. All evaluations shall, upon completion, be sent to the Director of Employment.

The criteria which are to be used in measuring a substitute's performance: ability to discipline, whether plans were followed, whether notes were left, rapport with students, punctuality, whether substitute positively contributed to the instructional program.

A copy of any "poor" or "unsatisfactory" evaluation shall be provided to the substitute by the Director of Employment on a timely basis. The substitute shall have the right to submit a response to any such evaluation. The response shall be attached and filed with the evaluation in the substitute's official personnel file. Substitute teachers who allege their evaluation(s) to be unfair and/or inaccurate may have their concerns addressed under Section 18 of the Handbook.

When the degree of substandard performance becomes sufficient to cause consideration of removal from an assignment and/or the substitute list, such consideration and/or recommendation may only be made after an observation of at least 30 continuous minutes by the principal or assistant principal. A copy of the evaluation shall be forwarded on a timely basis to the substitute. The substitute shall have the right to submit a response to any such evaluation. The response shall then be attached and filed by the Department of Human Resources Division with said evaluation in the substitute's official personnel file.

If an observation is not performed, the principal may request to restrict a substitute teacher from assignments at that principal's school. In such cases, the principal will offer to meet with the substitute teacher within ten (10) days of the assignment to discuss the reason for, information about, and duration of the requested restriction. Should the principal want to remove the substitute's name from the school's substitute list, such request shall be honored. A substitute cannot be restricted from a building for reasons that are arbitrary or capricious. The substitute teacher may request that the restriction be reviewed on an annual basis and will be reviewed automatically when there is a new lead principal at the school.

A principal's request to restrict a substitute teacher from assignments at the principal's school will not be placed in the substitute teacher's personnel records unless such is done in conjunction with disciplinary action pursuant to an observation of at least thirty (30) continuous minutes by a District administrator.

# **SECTION 7**

## **HIRE AS A REGULAR TEACHER**

### **7.01 Consideration**

Substitutes who are qualified and available and who apply for a teaching position shall be given equal consideration (said consideration shall only be at the application and teacher employment pool levels) among the other applicants. Such consideration shall be based upon certification, qualifications, experience and District service.

### **7.02 Experience Credit**

If a substitute is subsequently hired as a regular teacher, experience credit for initial placement on the salary schedule will be given as follows:

100+ full substitute days, including days accrued under as an extended long-term substitute in one school year = 1 full step.

Said substitute experience must have been within the last five (5) school years.

Above credit is limited to five (5) years total.

# SECTION 8 INSURANCES

## 8.01 Health Insurance

### Eligibility

All substitute teachers are eligible for health insurance coverage provided that they work at least one (1) day per month (September through May), unless off of work due to an approved leave of absence.

Employees will be considered “new employees” for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A “new employee” under this section must submit application for insurance, with evidence of the qualifying event, within 30 days of the loss of family coverage as a result of the following qualifying events: (1) their spouse’s death; (2) their spouse’s termination of employment; (3) divorce; (4) the reduction of one’s spouse’s hours of work which results in the loss of eligibility of health insurance via the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance, experiences a significant reduction in benefits. Coverage under this section will become effective the first day of the month following 31 days of eligibility.

### Contribution

Extended long-term substitutes who are eligible for health insurance as set forth in Section 2.01 above and who elect such coverage shall receive the same District contribution toward their health insurance as contracted teachers.

Subject to paragraph a below, the District will contribute the full premium cost for single coverage to eligible substitute teachers who elect to participate in HMO coverage available through the District. Eligible substitute teachers will be those who meet the criteria for being a full-time employee under the Affordable Care Act (i.e. working 30 hours per week during the eligibility period) and who remain in the active substitute pool during the coverage year.

- Eligibility Period = Previous School Year Available Work Days
- Coverage Period = School Year when receiving benefits, based on Eligibility Period
- Avg. 30 hours per week = 1000 hours per school year in combined District employment, including part-time hours in other positions (e.g. Teacher, SEA, etc.)

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly insurance premium for both single and family coverage.

Eligibility for the District contribution is determined annually.

Unless the substitute is eligible for District contribution as set forth above, the full premium payments are the responsibility of the substitute.

Premium payments are made by the substitute via payroll deduction or prepaid by substitute when insufficient money has been earned in the report period to allow premiums to be deducted.



## **8.02 Dental Insurance**

### **Eligibility**

Current substitutes and their dependents, who are eligible for the group health insurance program are eligible to be covered by this dental insurance program. Substitutes shall become eligible to participate after their first assignment under the same timelines as health insurance.

### **Contribution**

The premium will be paid in full by the substitute. Premium payments are made by the substitute via payroll deduction or prepaid by the substitute when insufficient money has been earned in the report period to allow premiums to be deducted.

## **8.03 Long-Term Care Insurance**

The District will offer a voluntary long-term care insurance program, mutually agreed to by the parties. The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

# **SECTION 9**

## **POST EMPLOYMENT BENEFITS**

### **9.01 Retirement Sick Leave Payment**

Employees who (1) retire and currently have any of the following District insurance coverage: (a) life insurance; (b) dental insurance; (c) health insurance; or (d) Medicare supplemental insurance as of the date of retirement; (2) are 55 years of age or older; (3) have been employed by the District for a minimum of 10 years and have worked more than 90 days in each of the five (5) years preceding retirement; and (4) are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, health, Medicare supplemental and/or long-term care insurance plan then in force for employees until said funds are exhausted.

If a retired employee dies and is receiving benefits as set forth above, his/her spouse will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

- (1) Said funds are exhausted;
- (2) The spouse elects to discontinue coverage in the District benefits programs;
- (3) The spouse dies; or
- (4) The spouse remarries.

Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Upon retirement, an employee may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the Handbook at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via his/her employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

### **9.02 Insurance Continuation**

Retirees may continue with the Group Health Insurance and Group Dental Insurance Program currently available to substitutes provided: (a) they pay 100% of the premiums for the same directly to the insurance carrier, or via their accumulated personal illness leave account; and (b) they meet the qualifications set forth in Section 9.01 above.

# SECTION 10

## OFF CAMPUS PROGRAMMING (OCP) TEACHERS

All provisions of this Addendum H apply to OCP teachers, except Sections 1 – Assignment, 2 – Compensation and 4.01 Personal Illness Leave.

### 10.01 Compensation

#### Salary

OCP teachers shall be compensated per the following rate:

$$\text{Hourly Rate} = \frac{\text{Current Substitute Daily Rate}}{5}$$

Student cancellations and “no-shows”

If an OCP teacher arrives at a work location for a scheduled session and the student fails to show within 45 minutes of the scheduled start time of the session or gives a cancellation notice at the work site within 45 minutes of the scheduled start time of the session, the OCP teacher shall be paid in full for the scheduled duration of the session. The teacher shall call the student’s school and report the student’s absence.

If a student cancels within 12 hours but more than 45 minutes of a scheduled session, either to the OCP office or to the OCP teacher directly (in which case the teacher will call the OCP office immediately upon learning of the cancellation), the teacher shall receive one-half of the scheduled compensation for the assignment provided the teacher calls the substitute placement office to request reassignment no later than 6:30 a.m. on the day of the cancelled assignment, or as soon as the teacher learns of the cancellation.

The District may reassign the teacher to any work location to perform work typically performed by a teacher, special education assistant or educational assistant. The substitute placement office shall make reassignment in a manner which does not conflict with previously scheduled assignments, provided the teacher informs the substitute placement of previously scheduled assignments. If the teacher declines the reassignment, the teacher forfeits the pay.

#### Meeting Attendance

If an OCP Teacher is assigned by the District to attend a meeting regarding his/her student, said OCP teacher shall be compensated at the applicable hourly rate.

### 10.02 Assignment

#### Assignment

Principals’ and teachers’ requests for given OCP teachers will be honored when the request does not conflict with the given OCP teacher’s current assignment.

In cases of specific student needs and OCP teacher qualifications, the OCP administrator may make an assignment other than that requested by the principal or teacher. Denials shall not be for arbitrary and capricious reasons.

In the absence of a request or in the event that a request cannot be honored due to a scheduling

conflict, OCP assignments will be made based upon specific student needs and OCP teacher qualifications.

### **Scheduling**

The OCP Teacher shall follow the School District calendar for instructional staff and schedule only on teacher-student contact days.

### **Planning Time**

Each OCP Teacher shall receive one (1) hour of planning time for each five hours of student instruction time per week.

## **10.03 Personal Illness Leave**

This section is only applicable to OCP teachers hired before July 1, 2013.

OCP Teachers earn paid personal illness leave at the rate of one day for each twenty (20) full days worked. A day worked shall be calculated by dividing the number of hours of homebound instruction (rounded to the nearest half-hours worked) and dividing that total by 7.5. OCP teachers may accumulate up to 70 days of personal illness leave.

OCP Teachers may use their paid personal illness leave if ill and unable to complete an assignment accepted at least 48 hours prior or if they should become ill while on assignment and become unable to continue on said assignment. Compensation due to the substitute shall be at the contractual rate then in effect.

# **SECTION 11 PERFORMING WORK AS A SUBSTITUTE SPECIAL EDUCATION ASSISTANT**

If a substitute teacher is requested by the District to substitute in an SEA position, the District, at the time the request is made, will advise the substitute that the position is that of an SEA. A substitute who accepts such an assignment may be removed by the District from said assignment at any time.

The District will not evaluate substitute teachers working as substitute SEAs.

Substitute teachers working as substitute SEAs will be compensated on an hourly basis, up to the full daily and long-term rate specified in Sections 2.01 and 2.02 above. Compensation will be calculated based on a percentage of the substitute teacher's daily rate of pay and shall be rounded up to the next highest hourly increment, pursuant to the following schedule.

1 Hour	0.15
2 Hours	0.30
3 Hours	0.45
4 Hours	0.60
5 Hours	0.75
6 Hours	0.90
7 Hours	1.00

# ADDENDUM I – CO-CURRICULAR STAFF



# SECTION 1

## ATHLETIC AND ACTIVITY ASSIGNMENTS

### 1.01 Assignment

Vacancies shall be posted on the District's electronic applicant system. Said notice, when sent, will be posted for five (5) days prior to the date requests for application for said position are due. Extra duty assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The term of the extra duty assignment shall be for one school year.

An employee may be removed from an extra duty assignment during the term of the assignment for good cause.

### 1.02 Payments

Payments for extra-curricular activities will be made in accordance with District payroll procedures. However, wages earned will be paid at least monthly, with no longer than 31 days between pay periods.

### 1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action.

### 1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments will be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/her reasonable discretion, deems appropriate.

### 1.05 Volunteers

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's

liability insurance policy for claims made against volunteers by other volunteers or District employees;

- C. They are responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

## **1.06 Extra-Curricular Pay Schedule**

### **Placement on the Schedule**

1. Employees performing in an extra duty position shall be paid a percent of one (1) of three (3) base rates.
  - a. Base 1 – is step 4 of the regular BA schedule and is applied to the employees' first involvement in this program.
  - b. Base 2 – is step 8 of the regular BA schedule. It is reached after four (4) previous years of service in a position covered by this schedule.
  - c. Base 3 – is step 12 of the regular BA schedule. It is reached after eight (8) years of service in a position covered by this schedule.
2. Experience in a scheduled activity in the District is honored at the full credit for placement on the schedule. No more than one (1) year of experience can be earned in any one (1) contract year on the Extra Duty Compensation Schedule. Experience in a scheduled activity outside the District is honored at half credit for placement on the schedule.
3. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.
4. Base rates for newly added positions will include prior years' service in such extra duty position.
5. If an employee moves from one (1) scheduled activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
6. Should the District fill the position of Athletic Trainer for a given school, such individual shall be compensated at Base 3.

### **Compensation of Off Schedule Positions**

Individuals employed as supervisors, ticket takers and sellers, timers, scorers, scoreboard operators, announcers, field judges and line judges shall be paid at the rate of \$9.50 per hour. Staff assigned to a particular school who wish to volunteer for such employment shall submit their names to the Athletic Director who shall place these names on a list and make assignments from the list. If there are fewer applicants than there are openings, other individuals may be

solicited to volunteer.

### **Intramurals**

Intramurals are established on a three (3) season basis; each period receives one-third (1/3) of the compensation designated although periods may vary in length.

Full employment for intramurals is defined as thirty-five (35) weeks. If an intramural activity is terminated before the season is completed, the employee's compensation shall be calculated by multiplying the number of weeks worked during the period by one-thirty-fifth (1/35) of the yearly rate, but in no case shall the amount exceed one-third (1/3) of the yearly rate.

Activity	% of Base
Head Coach: Coach: Football, Basketball Dramatics (3 3 act productions)	12
Head Coach: Gymnastics, Hockey, Swimming	11
Head Coach: Advisor: Track, Wrestling Newspaper (eight (8) to fourteen (14) issues) Yearbook	10
Head Coach: Baseball, Softball, Cross Country, Soccer, Tennis, Volleyball, Golf	9
Head Coach: Coach: Freshman Basketball and Football Dramatics (Two 3 act productions), Junior Varsity Basketball and Football Assistant Coach: Football, Basketball, Swimming, Gymnastics, Hockey Assistant: Drama (Stage, Lighting, Technical) Head Advisor: Pom Pon, Cheerleaders	8
Coach: Assistant Coach: Fall Equipment Manager: Athletic Trainer: Debate, Forensics Track, Wrestling Fall	7
Head Coach: Assistant Coach: Freshman Wrestling, Track Volleyball, Baseball, Softball, Soccer, Golf, Tennis, Cross Country (when squad exceeds 35) Freshman Football Winter Sports Equipment Manager: Athletic Trainer: Winter Director: High School Band Strength Coaches: Fall, Winter, Spring	6



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Head Coach:	Freshman Baseball, Track, Volleyball, Softball, Soccer, Golf, Tennis	
Assistant Coach:	Freshman Track (when squad exceeds 35)	
Athletic Trainer:	Spring	
Spring Equipment Manager:		
Manager:	Bookstore	
Advisor:	High School Literary Magazine	
Asst. Advisor	Pom Pon, Cheerleader	5

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Coach:	Freshman Cross Country, High School Dramatics (1 3-act production), Middle School Drama	
Director:	High School Choir, High School Orchestra	
Director:	Musical Middle and High School; (4% per play)	
Intramurals – all levels (one period per week)		
Club* Advisor		4

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Coordinator:	Elementary School Safety Patrol Crossing Guard	3
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\* Club is defined as a school club consisting of at least five (5) pupils authorized by the building principal that meets at least one period per week. The following are the only clubs that will be compensated, provided they meet the criteria set forth above: Science Olympiad, Math Team, Future Problem Solving, DECA, FBLA, FCCLA, FFA, HOSA, Skills USA and Robotics Competition Team.

- A. Supervision during the noon lunch period (playground, lunchroom, school-community recreation programs), except in cases in which a teacher is taking a class on a field trip and/or participating in extra duty events for which a teacher is paid on the above schedule and/or is performing such duty as a part of the instructional process within the pupil-teacher contract, time shall be compensated at the rate of \$9.10 per hour. Compensation shall be computed in one-half (1/2) hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid seventy percent (70%) of the rate for the coaching of the activity in which he/she is assisting.
- C. Should the WIAA change the official length of the season for any sport covered by this schedule, and the District participates in that sport as sponsored by WIAA, then the above positions may be adjusted reflecting the length of the season for that sport relative to the length of the season for the other above activities.
- D. Each elementary school may have the equivalent of one (1) Coordinator of Elementary School Safety Patrol. When employees share the job, the District shall pro-rate the compensation.

# **ADDENDUM J – ADMINISTRATORS/NON-UNION PROFESSIONALS (NUPS)**



# SECTION 1

## PROFESSIONAL COMPENSATION

### 1.01 Professional Compensation

- A. Administrators- will be compensated in accordance with the terms of their individual contracts.
- B. NUPs - The Wage Schedule can be found online.

# SECTION 2

## JOB RESPONSIBILITIES

### 2.01 Professional Level of Competence

Administrators/NUPs shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereafter enacted by the Board.

### 2.02 Administrator License or Certificate

As may be required by their position, Administrators/NUPs shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

### 2.03 Job Description

Upon written request, the Board will provide employees with written job descriptions of each employee's services, duties and obligations.

## **SECTION 3 WORK SCHEDULES**

### **3.01 Work Schedules for Administrative/Professional Staff**

Administrative/professional staff work schedules are set by their supervisor with the professional duties of each employee taken into account in the setting of the work schedule. Each employee's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract or the professional's stated work year. Full-time employees are generally expected to work at a minimum an eight-hour day.

## **SECTION 4 PROFESSIONAL GROWTH**

### **4.01 Professional Development Expectations**

Administrators/NUPs are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

## **SECTION 5 EVALUATION**

### **5.01 General Provisions**

Administrators/NUPs will receive written evaluations based on board-adopted position descriptions, including job-related activities, and/or as required by state law.

### **5.02 Evaluation Frequency**

Administrators/NUPs will receive a written evaluation at the end of their first year of employment and at least every two years thereafter.

### **5.03 Evaluators**

The Board is responsible for the superintendent's evaluation. The evaluation of other administrators and NUPs shall be performed by the employees' direct supervisor or his/her designee.

# **SECTION 6**

## **DISCIPLINE, TERMINATION AND NONRENEWAL**

### **6.01 Standard for Nonrenewal for Administrators**

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. A nonrenewal for performance reasons shall be subject to the grievance procedure provisions of this Handbook. The nonrenewal of an administrator is not a termination under section 6.02 below.

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

The employee's supervisor is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook.

### **6.03 Disciplinary Materials**

Copies of any disciplinary material(s) will be provided to the employee before such material is placed in the employee's personnel file.

# **SECTION 7**

## **INSURANCES**

### **7.01 Dental Insurance**

#### **Eligibility**

Administrators/NUPs who are employed half-time or more are eligible for dental insurance coverage.

#### **Contribution**

The District shall contribute:

For single coverage: 90% of the monthly premium cost.

For family coverage: 90% of the monthly premium cost.

### **7.02 Health Insurance**

#### **Eligibility**

Administrators/NUPS who are employed half-time or more are eligible for health insurance coverage. If elected, coverage commences on the first of the month following one month of employment, provided forms are turned in to the Benefits Division within one month of the employee's eligibility date.

## **Contribution**

**Administrators:** The District shall contribute 90% of the monthly premium cost for either family or single coverage. If the POS or PPO plan is selected the Administrator pays 10% of the monthly premium contribution plus the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

**NUPs:** The District currently offers at no cost to the employee the option of membership in one of at least three (3) qualified health maintenance organizations (HMO): Group Health Cooperative, Dean Health Plan and Unity. The District will also provide employees the additional option of membership in one of the approved Point of Service/Preferred Provider Organization (POS/PPO) plans as offered to District employees by each of the provided HMOs, with the employee paying the difference between the amount paid by the District toward the highest cost single or family HMO and the cost of the single or family POS/PPO plan.

The District can require employees to make insurance premium contributions not to exceed 10% of the monthly premium for both single and family coverage.

## **7.03 Life Insurance**

### **Eligibility**

Group Life Insurance is available to Administrators/NUPs employed half-time or more effective the first day of the month following the completion of one (1) month of employment.

### **Contribution**

The District shall contribute eighty-five percent (85%) of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payment required in addition to the District's contribution. Such contributions shall be made via payroll deduction.

## **7.04 Long-Term Care Insurance**

### **Eligibility**

Administrators/NUPS who are employed half-time or more are eligible for long-term care insurance.

### **Contribution**

The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be deducted on a schedule of premiums from the insurance carrier.

## **7.05 Long-Term Disability Insurance**

### **Eligibility**

Administrators/NUPS who are employed half-time or more are eligible for long-term disability insurance coverage.

### **Contribution**

Long-term disability insurance coverage shall be provided at no cost to the employee.

## SECTION 8 LEAVES

### 8.01 Accrual of Personal Illness Leave

- A. Administrators – Personal illness leave in any contract period is earned as follows:
  - Eleven days – contracts of 197 and 202 days
  - Twelve days – contracts of 207, 214 and 218 days
  - Thirteen days – contracts of 225 days
- B. NUPS – NUPs paid on the biweekly payroll earn ½ day each payroll period. NUPs paid on the monthly payroll earn 1 day each payroll period. Leave is prorated for less than full time.

### 8.02 Insurance Escrow

One hundred percent (100%) of accumulated personal illness leave up to 200 days, plus fifty percent (50%) of all days over 200, is available upon retirement for purposes of paying group insurance premiums.

### 8.03 Personal Leave

Administrators/NUPs are provided up to four (4) personal leave days without pay for any purpose each contract/work year. Administrators/NUPs are also eligible for one (1) personal leave day per contract/work year which may be charged to their personal illness account.

## SECTION 9 HOLIDAYS

### 9.01 Holidays Defined

- A. Administrators – Administrators are entitled to 9 scheduled unpaid holidays and one unpaid floating holiday. All administrators receive Martin Luther King Jr. Day as a paid holiday.
- B. NUPS – NUPS are entitled to the following days off with pay: New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Memorial Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, December 24 and December 25. NUPs working a 12-month schedule also receive Independence Day as a paid holiday. In addition, one paid floating holiday is available to use at any time in the fiscal year, with prior supervisor approval. Floating holidays may not be carried over.

# SECTION 10

## VACATION

### 10.01 Vacation Accrual

A. Administrators – The following unpaid vacation days are allocated to associated contract lengths:

Contract:	225	218	214	207	202	197
Vacation:	27	34	38	45	50	55

A maximum of ten (10) vacation days may be carried over from one year to the next.

B. NUPs – NUPs earn vacation according to the following schedule:

0-36	months of service – 3 weeks – commences after 6 months of employment
37-60	months of service – 4 weeks
61-plus	months of service – 5 weeks

Vacation is earned and used on a fiscal year basis. All vacation is prorated for less than a full-time schedule. A maximum of ten (10) vacation days may be carried over from one year to the next. If additional vacation days remain after the maximum carryover, a maximum of 5 additional days may be converted into personal illness leave.