

*Developing Lifelong Learners and Responsible Citizens*

School District of

**Manawa**

Home of the

**Wolves**



# Professional Educator Handbook

*Approved by the Manawa Board of Education on*

**School District of Manawa  
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Manawa, WI 54949**

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**School District of Manawa**

**Vision Statement**

*Developing Lifelong Learners and Responsible Citizens*

**Mission Statement**

*The School District of Manawa is committed to providing opportunities for individual excellence for all students utilizing educational resources to develop lifelong learners and responsible citizens.*

**Values & Guiding Principles**

Currently Under Development ...

*Adopted by the Manawa Board of Education on*

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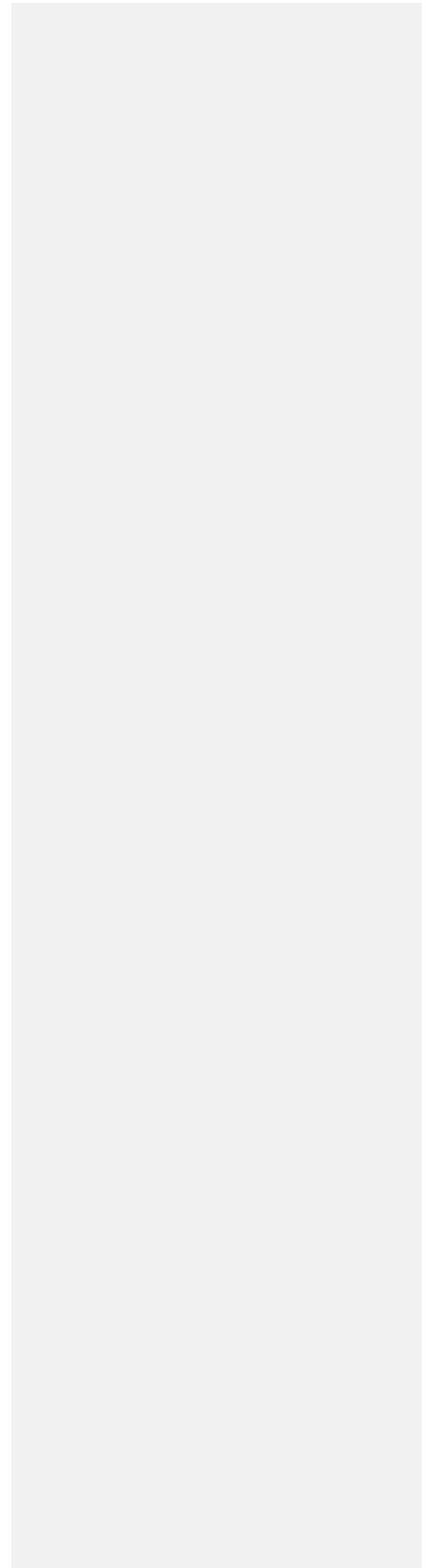
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## I. INTRODUCTION

### A. WELCOME

~~This Employee Policy Manual is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the School District of Manawa. It has been prepared to acquaint employees with the policies, procedures, rules and regulations and to provide for the orderly and efficient operation of the District. Most of the employee questions will be answered in this Employee Policy Manual. However, if there are questions regarding the Employee Policy Manual, or matters that are not covered, they should be directed to the District Administrator.~~

We are pleased to have you as a member of the faculty of the School District of Manawa (SDM). The skills and commitment each employee brings to his/her job makes an important contribution to our goal of providing excellence in education to the students and families of the SDM. It is the District's responsibility to provide for the public education of students from 4-year-old preschool (4-K) through twelfth grade. The school system is governed by a seven-member Board of Education elected by area for 3-year terms by the residents of the District. The District Administrator is responsible for overall administration of the schools and implementation of Board policies. A SDM employee can expect a fair and equitable salary, competitive benefits, and the opportunity to be a part of the best that public education has to offer. We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

It is each employee's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and the administrative guidelines available electronically on the District website, as well as the rules and regulations contained herein. Any section in the handbook that is governed by a Board policy will provide the policy number in parentheses for easy access.

This *Professional Educator Handbook* has been written to provide information and guidance to faculty members. Given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. We recognize that employees are bound to have many questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to the District Administrator or your immediate supervisor.

### B. DISCLAIMER

~~This Employee Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or an appointment of employment, expressed or implied. Nothing in this document is intended to create an employment appointment. All of the District's employees are employed "at will" and employment is not for any definite period, unless otherwise set forth in writing by appointment or statute. The School District of Manawa Board of Education reserves the right to add, delete or otherwise modify any or all of the below terms and conditions of employment, in whole or in part, for the good of the School District of Manawa, at any time with or without notice. The School District of Manawa Board of Education recognized the District's employees are an integral part of the development of terms and conditions of employment found within this Handbook. The Board of Education and/or its representatives will in earnest make attempts to inform discuss any changes with district employees prior to making any modifications found within this Handbook.~~

Violations of the terms of the *Professional Educator Handbook*, policies, regulations, or guidelines may result in disciplinary action ~~in accordance with Policy ???,~~ up to and including termination of employment.

This *Professional Educator Handbook* supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, or regulations given to employees, whether verbal or written.

**Comment [MO2]:** The following explains the coding used throughout the handbook draft:

**Yellow highlighted sections** are verbatim the approved Manawa Handbook language currently in place.

Line outs---~~line outs~~ are sections where it is suggested that the language be deleted.

**Red lettering** means sections that have been added with new language.

The regular black print is intended to make a more complete handbook and in most cases describes practices that are already in place but were not previously written down.

**Blue highlighted sections** are new language not part of the current handbook and usually entirely new topics not previously discussed or considered by the Board. These sections should receive added attention and consideration to ensure that the Board wishes to endorse the new language.

**Comment [MO3]:** Mr. LaVallee, NEOLA Consultant, suggests that all policy references be removed from the handbook at this time as it will be issued to teachers in August prior to the approval of the NEOLA policies. We would do a revised handbook and insert policy references after the NEOLA policies have received full Board approval and are "live" on the District website.

This Handbook is not all-inclusive of the information for which faculty members are responsible for knowing and following. Additional publications that faculty members should follow include, but are not limited to, Board policies and guidelines, the *Teacher Performance Evaluation* (TPE) document, building bulletins and handbooks, the Mentoring Handbook, and curriculum guides.



## II. EMPLOYMENT POLICIES

### A. ANTI-HARASSMENT POLICY

The School District of Manawa is committed to maintaining and ensuring a working environment that is free of harassment or intimidation. The District will not tolerate any form of harassment, including sexual harassment, and will take all necessary and appropriate action to eliminate it.

Harassment refers to physical or verbal conduct, or psychological abuse, by any person who disrupts or interferes with a person's work performance, or which creates an intimidating, hostile, or offensive work environment. Harassment may be student to staff, staff to student, staff to staff, male to female, female to male, female to female, or male to male. Harassment may include, but is not limited to the following:

1. Verbal harassment, including epithets, kidding, derogatory comments, slurs, or ethnic jokes.
2. Physical interference with movement, activities, or work.
3. Visual harassment, including derogatory cartoons, drawings, or posters.
4. Sexual harassment, which is defined as any deliberate, repeated or unwanted verbal or physical sexual contact, sexually explicit derogatory statement, or sexually discriminating remark that is offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient's work performance. Sexual harassment can take the form of any unwanted sexual attention ranging from leering, pinching, patting, verbal comments, display of graphic or written sexual material, and subtle or expressed pressure for sexual activity. In addition to the anxiety caused by sexual demands on the recipient, sexual harassment may include the implicit message from the alleged offender that noncompliance will lead to reprisals. Reprisals may include, but are not limited to, unsatisfactory work evaluations, different treatment, sarcasm, or unwarranted comments to or by peers.

Any individual who believes he/she has been subjected to harassment by any other person should report that incident to a building principal or to the District Administrator. If an employee is not comfortable making a complaint to their building principal or the District Administrator, the complaint may be made to the District Compliance Coordinators. It is the intent of the District to establish an atmosphere where complaints are timely investigated and the harassment is appropriately addressed. The Board designates the following individuals to serve as the District's Compliance Officers:

Dan Wolgram, Secondary Principal  
515 E. Fourth St.  
Manawa, WI 54949

Carmen O'Brien, Curriculum Director  
515 E. Fourth Street  
Manawa, WI 54949

920-596-2524  
[dwolgram@manawa.k12.wi.us](mailto:dwolgram@manawa.k12.wi.us)

920-596-2524  
[cobrien@manawa.k12.wi.us](mailto:cobrien@manawa.k12.wi.us)

The District forbids retaliation against anyone who has reported harassment or cooperates in a harassment investigation.

Policy ???, AG ???

**Comment [M04]:** Dan and Carmen have been designated as the male and female compliance officers in all places/policies where an administrator, other than the District Administrator, is needed to conduct an investigation based on a formally filed complaint.

**Comment [M05]:** Once NEOLA policies are in place, the appropriate numbers will be entered throughout the handbook.

## B. COMMUNICATIONS AND SUGGESTIONS

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

*Handbook Addendum A*

## C. CONFLICT OF INTEREST AND ETHICAL STANDARDS

Professional educators are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, professional staff members are expected to perform their duties in a manner free from conflict of interest pursuant to § 19.59 and § 946.13 Wisconsin Stats.

*Policy ???*

## D. DRUG-FREE WORKPLACE

The District seeks to provide a safe, drug and tobacco-free workplace for all of its employees. The manufacture, distribution, dispensation, possession, or use of tobacco, alcohol, inhalants, controlled substances, substances represented to be such (i.e. fake or look-alike substances), or unauthorized prescription medication, is prohibited on school premises, in school vehicles, or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, be under the influence of, or distribute any illegal drug, unauthorized prescription medication or alcoholic beverage as defined in Wisconsin Statutes while on school premises, during working hours or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illegal drug, unauthorized prescription medication or alcoholic beverage on school premises, during working hours or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including ~~discharge~~ **termination of employment**. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a)(1)(D).

After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

*Policy ???, AG ???*

## E. EQUAL EMPLOYMENT OPPORTUNITY

The School District of Manawa shall not discriminate against an employee or applicant for employment on the basis of sex, race, color, religion, national origin, ancestry, creed, sexual orientation, pregnancy, marital or parental status, physical, mental, emotional or learning disability/handicap, military service or any other basis

**Comment [M06]:** The original document sometimes referred to discharge of an employee and other times called it termination of employment. The teachers suggested that the whole document use the phrase “termination of employment” for clarity and consistency.

protected by state or federal law, (as defined in §111.32, Wis. Stats.), ~~sexual orientation, national origin, ancestry,~~ arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law in its employment practices. (as defined in §111.32, Wis. Stats.).

*Policy ???*

## F. IMMIGRATION LAW COMPLIANCE

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

*Policy ???*

## H. OUTSIDE ACTIVITIES OF STAFF

Professional educators are expected to avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District.

*Policy ???*

## I. PERSONNEL FILES

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. If an employee has a change in any of the following information, the employee is expected to contact the Payroll Office as soon as possible:

1. Legal name
2. Home address
3. Primary telephone number
4. Emergency contact
5. Marital status
6. Change of beneficiary
7. Exemptions (W-4 Tax Form)

Any access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records of employees and grant access to inspect or review those records as provided for in §103.13 Wis. Stats.

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

*Policy ???*

## J. POLITICAL ACTIVITIES OF STAFF

Because political activities may be disruptive, divisive, and distracting to a positive learning environment, such activities are not appropriate within the school setting. The Board prohibits political activities on all District owned and used property, within all school buildings, in school buses and vehicles, and at all schools sponsored activities unless part of a Board approved teaching unit.

*AG ???*

**Comment [M07]:** This section on outside activities of employees created a great deal of discussion by teachers. They feel it is vague. It is linked to NELOA policy 3231 that clarified expectations quite a bit. Should more detail or clarity be added here or will the policy reference be adequate?

**Comment [M08]:** Principals should be sure teachers know the difference between political activities and civic activities. Helene will work on added remarks for this section.

### III. EMPLOYMENT CONDITIONS

#### A. EMPLOYEE EXPECTATIONS

##### 1. 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 professional educator's building principal and as further specified in other parts of this Professional Educator Handbook. Any deviation from assigned hours must have prior approval from the professional educator's building principal.

Employees who are unable to report to work shall follow the procedures for reporting his/her absence and obtaining a substitute. Any time spent not working during an employee's scheduled day must be accounted for in the substitute assignment system. The District monitors attendance and absence patterns. 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. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

##### 2. Background Checks for Employment

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

- a. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- b. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet a district's performance expectations, incompetence, inefficiency, neglect of duty, potentially illegal conduct, unprofessional conduct, or insubordination.

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

Additionally, anyone applying for any position shall be required to agree to the release of all records to the Board for examination for the purpose of verifying the accuracy of background and criminal violation information. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

##### 3. Child Abuse Reporting Requirement

Wisconsin Statutes 48.981 requires all school district employees to report cases of suspected child abuse or neglect. Each professional educator employed by the District who has reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means. The professional educator shall immediately notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect and be responsible for contacting the appropriate authorities (Manawa Police Department and/or Waupaca County Department of Health and Human Services) who will then provide additional steps depending on the situational details and the child's residence address.

**Comment [MO9]:** Consider flexibility in the use of time when teachers are not in face-to-face contact with students.

A reporting staff member shall not be dismissed or otherwise penalized for making a report of child abuse or neglect. Failure to report cases of suspected child abuse or neglect shall result in discipline, up to and including discharge. ~~For more information see Policy ???.~~

#### **4. Confidentiality**

Wisconsin Statutes 118.125 and 118.26 outline the confidentiality of all student records including behavioral, health, and academic records. The District interprets these statutes to mean that unless an individual has a “right to know,” the academic, health, and behavioral records of students are not to be shared. This can be carried forward to both the written record and verbal conveyance of student health, academic, and behavior progress (or lack thereof). Open discussion of student progress, behavior, or health issues with individuals that do not have a “right to know” could be contrary to Wisconsin Statutes and could compromise professional accountability. These statutes are not intended to restrict staff from asking for assistance or ideas on how to handle a particular situation.

Failure to maintain the confidentiality of student records shall result in discipline, up to and include ~~discharge~~ **termination of employment.** ~~For more information see Policy ??? and Policy ???.~~

#### **5. Copyright**

A variety of machines and equipment for reproducing materials to assist employees in carrying out their educational assignments are available to professional educators 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, a violation of Board policy, and contrary to ethical standards for District employees. 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 more information see Policy ???.~~

#### **6. Crisis Management Plans**

The District has standardized lockdown procedures for use when the situation requires emergency safety measures. Each professional educator should know exactly what the lockdown procedures are and where the lockdown procedures are located for the assigned classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

#### **7. District Property**

The District may supply an employee with equipment or supplies to assist the professional educator in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft.

Employees may not utilize District property for personal use or gain. Limited use of telecommunications equipment, computer equipment, software, and minimal duplication-for-a-fee copy machine use are exceptions when used appropriately and do not interfere with the work responsibilities of the professional educator.

Any equipment, unused supplies, or keys issued must be returned prior to the professional educator’s last day of employment, including, but not limited to employee identification badges, parking permit, keys, and the key fob for building entry.

#### **8. Emergency Drills**

Every school conducts emergency drills in accordance with state law. All employees present in a building at the time of an emergency drill are required to participate in the drill.

**Comment [MO10]:** Table 6-2-15 and continue from here at next meeting.

## 9. Equipment Disposal or Relocation

All District-owned equipment intended to be moved to another building site or declared surplus for disposal purposes must first be approved by the principal for such change in use. An "Equipment Disposal/Relocation Request Form" must be submitted to and approved by the principal before any change is made. (New procedure that would aid in managing inventory lists.)

## 10. False Reports

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

## 11. Homework

Professional educators must be familiar with and abide by the District's policy and administrative guidelines regarding the assignment of homework to students. For more information see Policy ??? and related guidelines. (New procedure to focus on homework as practice and an aid to learning; graded formatively rather than summatively given the nature of homework---who completed it, with or without assistance/corrections.)

## 12. Information Technology

The Manawa Board of Education has established policies that specify the rules for employee use of District-owned technology as well as personally owned technology. Professional educators are expected to know and abide by the District's policies and administrative guidelines related to use of technology. These include, but are not limited to the following policies and related administrative guidelines: (New with NEOLA)

- 7530.01 Staff Use of Wireless Communication Devices
- 7540 Computer Technology Network and Internet Acceptable Use and Safety
- Technology Privacy
- District Web Page
- Student Network and Internet Acceptable Use and Safety
- Staff Network and Internet Acceptable Use and Safety
- Assistive Technology and Services
- Electronic Mail
- 7541 Electronic Data Processing Disaster Recovery Plan
- 7542 Network Access from Personally Owned Computers and/or Other Web Enabled Devices
- 7543 Remote Access to the District's Network
- 8605 Use of Electronic Wireless Communication Devices by District Employees Who Operate Board Owned or Operated Vehicles

Users of the District's information technology should have no expectation of privacy in the content of their personal files and records of their online activity while on the District's network.

## 13. Injuries to Employees

Professional educators are covered under Workers Compensation Insurance. In accordance with District Policy ??? policy, any work-related injury must be reported to the school office within three (3) calendar days so that proper reports may be filed for medical/hospital bills as well as claims for time off from work due to the injury. Failure to report an injury may jeopardize an employee's claim for payment of medical bills, disability claims, and/or back wages. Injuries sustained while on the job may not be covered under an employee's personal health insurance. It is the employee's responsibility to file injury reports with the school office; the District assumes no responsibility for filing such reports.

**Comment [MO11]:** If Manawa adopts this section, an Equipment Disposal/Relocation Request Form will need to be created. Inventory has been "loose" in recent years. This would be a step to having a better accounting of district inventory and where items are currently housed. Further, if an item is disposed of, there will be a record.

#### 14. Injuries to Students

Professional educators are responsible for reporting any student injury to the school office immediately. Each school's procedures for first aid, medical assistance, emergency assistance, parental contact, and appropriate written reports will be followed. ~~For more information see Policy ???.~~

#### 15. Legal Actions Involving Employees

Every professional educator shall notify his/her principal as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or misdemeanor, or any offense involving moral turpitude.

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

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

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

#### 16. Licensure/Certification

The term "teacher" means any person who is required to hold a certificate issued by the Department of Public Instruction (e.g., classroom teachers, librarians, counselors, etc.). ~~A teaching appointment cannot be issued to any person not legally authorized to teach. All teaching appointments shall immediately terminate if and when the legal authority to teach terminates.~~

Evidence of such legal authority to teach must be filed with the District Administrator prior to the effective date of any teaching appointment.

All matters related to obtaining and renewing a teaching license or certification are the professional educator's personal responsibility. Each professional educator who is required to be licensed or certified by law must provide the District with a copy of his/her current license or certificate to be maintained in his/her personnel file.

Professional educators are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject shall be void. All teaching contracts shall terminate if, and when, the employee's authority to teach terminates, and no person shall be employed with an expired license. Employees shall maintain the licenses that are in effect upon hire. ~~If a teacher changes his/her certification with the Department of Public Instruction, he/she must immediately notify the District Administrator in writing.~~

#### 17. Operation of District Vehicles

All professional educators who drive a District vehicle must provide proof of a valid driver's license. Continued use of District vehicles is contingent on following the rules and procedures for using District vehicles.

Professional employees who drive District vehicles must notify his/her principal immediately of any driving citation or conviction of a traffic violation. Principals receiving such notice will immediately notify the District

Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District or personal vehicle.

### 18. Operation of Personal Vehicle

Professional educators who are required to drive their personal vehicle for District business or activities will be reimbursed at the Board-approved rate. The employee's personal insurance shall serve as the first level of coverage. **If a professional educator is transporting students in a personal vehicle, the person is required to have the Department of Transportation vehicle inspection form completed and submitted to the District Office prior to transporting students. In addition, a copy of the professional educator's valid driver's license and copy of proof of insurance must also be submitted to the District Office.**

### 19. Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the professional educator's regular position with the District. Professional educators shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board expects professional educators to devote maximum effort to the position in which employed. A professional educator will not perform any duties related to an outside job during the additional time that the responsibilities of the District's position requires; nor will a professional educator use any District facilities, equipment, or materials in performing outside work. When the periods of work are such that certain evenings, days, or vacation periods are duty free, the professional educator may use such off-duty time for the purposes of non-school employment. ~~For more information see Policy ???.~~

### 20. Physical Examination and Skin Tuberculin Test

**As a requirement for employment and in accordance with section 118.25 of the Wisconsin Statutes, employees will be required to furnish evidence of a physical examination and skin tuberculin test.** When hired, a professional educator will be given a conditional offer of employment, contingent on evidence that the employee is of sound health and able to perform the essential functions of their job. ~~For more information see Policy ???.~~

**The physical examination must be performed by a licensed practitioner and the result recorded on a standard form furnished by the Board of Education. The form must be submitted to the District Administrator before the effective date of employment. Upon receipt of the form, the Board of Education shall pay for the physical examination.**

**A skin tuberculin test taken within ninety (90) calendar days immediately preceding the effective date of the original hire of the employee and first appointment date will be accepted for meeting this requirement.**

**A physical or mental examination may be requested by the District's Administration whenever an employee demonstrates any physical or mental disorder that may impact his/her performance. The employee shall be notified of the reason(s) for the examination and such examination shall be arranged and paid for by the Board of Education.**

Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises concerning the professional educator's ability to perform the essential functions of his/her job, 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 fitness for duties assigned may result in discipline up to and including ~~discharge/termination of employment.~~ **For more information see Policy ???.**

### 21. Professional Appearance

Professional educators are expected to be neat and professional in their dress and grooming. When on duty for the District, professional educators are role models for students and are expected to dress in a manner that is



consistent with the District expectations. ~~outlined in Policy ???~~ Business casual is most appropriate. Casual dress is appropriate for field trips, shop experience, lab experiment, or clean up which would possibly soil clothing. Employees must get approval from their principal if they feel business casual would not be appropriate for their level or certain activity. Administration will determine when personal protective ~~clothing and gear~~ equipment must be worn. **On occasion, there are theme-based school/district sponsored days (ex. Homecoming, Think Pink, Red Ribbon Week, or sports-related days) where exceptions are made to the usual business casual dress.**

## 22. Professional Development

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

## 23. Residency

The District encourages employees to reside within the school district.

## 24. Safety Training

Professional educators for whom training in the following areas is deemed necessary and appropriate shall be trained as part of the District's safety program:

- a. the control of blood-borne pathogens (Policy ???)
- b. the information regarding hazardous chemicals (Policy ???)
- c. the use of automated external defibrillators (Policy ???)
- d. the control of casual-contact communicable diseases (Policy ???)
- e. the control of direct-contact communicable diseases (Policy ???)
- f. the use of Cardio-Pulmonary Resuscitation (CPR)
- g. the use of Basic First Aid

Administrators may designate any safety training a condition of continued employment when provided at the District's expense.

## 25. Student Supervision

The District requires each professional educator to maintain a standard of care for supervision, control, and protection of students commensurate with the employee's assigned duties and responsibilities. ~~For more information see Policy ??? and Administrative Guideline ???.~~

## 26. Student Teachers

The District recognizes its responsibility to assist in the training of future teachers by providing classroom placements for student teachers. Professional educators of the District will comply with the District's rules and procedures for the placement and supervision of student teachers.

## 27. Substitute Teachers

Professional educators must use the District's procedures whenever a substitute teacher is needed. Student teachers shall not be used as substitutes. Only the sub caller may make arrangements for substitutes, except when a principal must utilize internal substitutes due to an emergency situation or when a professional educator intends to be absent for non-school business for less than a half-day for which the professional educator must make arrangements with a colleague for coverage and notify the principal of the arrangements in advance of the absence. Substitute teachers are directly responsible to the building principal during the time they are assigned to

that principal's building. Professional educators are responsible for providing current seating charts, lesson plans, classroom rules, and other information necessary for the orderly and effective operation of the class by the substitute.

Teachers who are asked to substitute for another teacher will receive \$18.00 per class.

**Comment [MO12]:** The MEA would like the Board to consider increasing this rate. This rate has not been increased in recent years. It is not currently known the last time this rate was adjusted.

## 28. Volunteers

The District encourages community interest and participation in its schools in many ways, one of which is provision for volunteer service by qualified adults in assisting students and teachers in a variety of school and classroom-related activities. Proper utilization of volunteers not only affords personal satisfaction to adults interested in volunteer service, but it also affords increased learning opportunities to students who can benefit from a variety of learning experiences provided by the volunteer under the direction of the professional educator. All volunteers who work directly with students are required to have the District-prescribed annual background check. Special rules apply for teen volunteers.

Designated volunteer programs such as the Senior Tax Exchange Program (STEP) are of particular value to the students of the District. Because of the value of these designated volunteer programs and of volunteers in general, professional educators are expected to support the use of volunteers in their schools, their classrooms, and during school activities. Volunteers are to complete tasks of educational benefit set for them by the professional educators they are assisting. A volunteer is not empowered to independently diagnose student learning needs or prescribe student activities or formally evaluate student work. The latter tasks are reserved for the professional educator responsible for the students.

## 29. Work Spaces

Professional educators are expected to maintain professional and appropriate work spaces that are consistent with the professional educator's assignment and the District's educational program. Personal items should be kept to a minimum and should never violate District policies or directives. Personal appliances (e.g., coffee makers, refrigerators, microwaves) are generally more appropriate for staff break rooms than classrooms and may be subject to energy reimbursement costs. *(New suggested language.)*

Employees 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, District vehicles, 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.

## 30. Work Stoppage

Professional educators may not engage in, condone, assist, or support any work stoppage strike, slowdown, or sanction, or withhold in full or in part any services to the District. Professional educators who fail to perform their normal duties when so required as part of any action which disrupts the orderly operation of the District will be subject to whatever disciplinary action the District deems appropriate up to and including discharge termination of employment.

# B. EMPLOYEE WORK DAY/HOURS OF WORK

## 1. Normal Hours of Work

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

All teachers shall be required to be in their building and available to students from 7:30 a.m. until 3:30 p.m. (less 30 minutes for lunch).

Teachers are required to attend all staff meetings designated as mandatory by the District's administration.

Teachers are required to attend all meetings pertaining to individual education plans, parent teacher conferences and department meetings/activities, regardless of the date, time or duration of such.

Teachers are required to attend all school events designated as mandatory by the District's Administration (e.g., open houses, music programs, art shows, etc.). Teachers with a conflict must seek prior approval from their building principal to miss a school event.

**Comment [M013]:** The three lined out sections here have been moved to Meeting/School Events and incorporated with some new language.

During the school day professional educators are not to absent themselves from a class while that class is in session (except for legitimate student teacher training purposes), nor should professional educators leave the building earlier than the designated time at the end of the teaching day. Professional educators wishing to deviate from the above regulation must request and receive permission to do so from their building principal before taking leave. Requests should be limited to emergency situations or such instances where the task cannot be completed except during school hours.

## 2. Meetings

**Faculty Meetings:** Professional educators are required to attend all mandatory administratively scheduled meetings of the faculty, staff, department/grade level, or other sub-group of employee. Administratively scheduled meetings may begin before the normal workday begins or extend beyond the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Professional educators who are required to attend administratively scheduled meetings will receive no additional remuneration beyond their regularly paid salary for attending such meetings.

**Student Progress Meetings:** Professional educators are required to attend individual educational plans (IEP) team meetings, Response to Intervention team (RtI) meetings, parental conferencing meeting or other meetings of similar nature, which are normally conducted at irregular times and are required to attend such events regardless of the date, time, or duration of said meetings. Professional educators who are required to attend such student progress meetings will receive no additional remuneration beyond their regularly paid salary for attending such meetings. Professional educators attending student progress meetings during the work day, including during time designated for planning or preparation, will receive no compensation or additional remuneration beyond their regularly paid salary for attending such meetings.

## 3. Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to scheduled parent/teacher conferences and open houses at which attendance is mandatory except for professional educators who have received permission from their principal due to being engaged in other school activities scheduled at the same time.

## 4. Emergency School Closing

When inclement weather, other emergencies, or special situations require a delayed start or the closing of school for the day, professional educators are responsible for obtaining the revised work day information from the District website or District-designated media. Professional educators shall not report to work, nor shall their compensation be affected for such times, when school is closed unless otherwise directed by the administration in unique situations for which time compensation shall be provided.

In the event it is necessary to provide an unscheduled early release, professional employees will be informed of the situation by the administration. Professional educators shall leave during such emergencies and shall not have their compensation affected. **When school is closed early due to inclement weather, teachers shall**

be excused to leave as soon as the busses have departed. ~~In the event it is necessary to make up days, the District will do so.~~

The District Administrator shall make the decision regarding emergency closings. ~~in accordance with provisions in Policy ??? and Administrative Guidelines ???.~~ Make-up time for emergency closures shall be in keeping with state statute and shall be at the discretion of the Board. Professional educators shall not receive additional compensation in the event the District requires missed day(s)/time to be made up with or without students.

### 5. School Calendar

The Board will publish a calendar which reflects One Hundred Eighty-Eight (188) work days.

## C. EMPLOYEE RESPONSIBILITIES

### 1. Access to Students

Professional educators are responsible for making themselves available in their classrooms or work areas to students in the morning prior to the start of classes and after classes end at the conclusion of the student day. This access is intended to provide time for students who need remedial, make-up, or enrichment assistance to work with their teachers or other education professionals and is within the normal work day of salaried professional educators. ~~for which no additional compensation is made.~~

### 2. Attendance at School Events

Professional educators are required to attend all mandatory, administratively-required school events. These events, though not limited by enumeration, may be an open house, music program, art show, and/or other school or district events that occur after the normal work day. Professional educators who have a co-curricular conflict or other professional conflict may be excused at the discretion of their principal as long as such arrangements are made at least 24 hours in advance. The missed time may be required to be made up.

~~Teachers are required to attend all school events designated as mandatory by the District's Administration (e.g., open houses, music programs, art shows, etc.). Teachers with a conflict must seek prior approval from their building principal to miss a school event.~~

### 3. Curriculum Development

In addition to each professional educator's individual responsibility for developing the scope, sequence, and lessons for his/her teaching assignment in accordance with the Board-approved curriculum, every professional educator has the responsibility to participate in curriculum development for the District as part of a curriculum committee, grade level/departmental team, work group, or individual task. Each professional educator has the obligation to participate in ongoing curriculum committee work and is expected to contribute professionally to curriculum committee activity and to attend meetings as scheduled. The District shall appoint a chairperson for the departmental curriculum rewrite process, and that chairperson shall coordinate efforts with the administration and provide leadership throughout the rewrite process.

The District will maintain and publish a listing of curriculum committee members and a curriculum development schedule that may include, but is not limited to, an ongoing cycle that includes an outside audit, a curriculum rewrite process, and a textbook/resources process, or any other components deemed appropriate by the District for each curriculum area, grade level, department, program, or other grouping determined by the District. *(Consider adding language in blue highlight.)*

Each professional educator is assigned to a particular curriculum committee and is obligated to participate in the curriculum development and rewrite process as deemed appropriate by the District. Teachers who accept and agree to perform designated curriculum projects under the direction of the District Administrator Curriculum Director shall be paid at the rate of \$25.00 per hour. ~~Teachers will be compensated following~~

the completion of the project, shall be paid upon approval of the entire scope of work by the Board.

Individual curriculum work outside of the regular cycle of curriculum development and rewrite, above and beyond the normal scope and sequence and lesson planning for which each professional educator is personally responsible for his/her teaching assignment, may be authorized by the District at the sole discretion of the District. The District may invite curriculum projects to be proposed by individuals, groups, committees, departments of the faculty, or administrators. The District will announce the criteria for approval and determine, in its sole discretion, the projects that are approved and conditions for such approval. Compensation for professional educators of approved non-cycle curriculum development and rewrite work, often referred to as R & D summer curriculum projects, shall be paid at the rate of \$25.00 per hour.

Every professional educator also carries the professional responsibility to update and improve semester outlines and units of study for courses and classes personally taught as part of their regular salaried position. Each professional educator is expected to develop written materials within an approved format and to submit copies of these materials as directed by his/her principal.

#### 4. Professional Duties

The District recognizes that each professional educator performs many duties not directly related with the regular classroom teaching assignment or other professional assignment nor specifically itemized in the position assignment. Professional duties are those considered to be part of the professional educators traditional workday and include, but are not limited to the following enumerated duties. The District, at its sole discretion, may add to or change this list.

- a. The assignment itself;
- b. Faculty meeting attendance and participation;
- c. District-level committee attendance and participation;
- d. School-level committee attendance and participation;
- e. Varied ad hoc committees on which professional educators have traditionally served;
- f. Open house(s) as scheduled;
- g. Parent conferences as scheduled;
- h. Implementation of discipline plans, IEPs, 504 plans, RtI plans, ELL plans, G/T plans or other student assistance/accommodation plans as determined appropriate by the District;
- i. Supervision of students assigned during the workday (i.e., hallway, detention, to lunch or midday recess);
- j. Letters of recommendation for students **except in cases where the student's performance would result in a negative response;**
- k. Daily check of mailbox, minimally before school and in the afternoon;
- l. Daily monitoring of and response to email and voicemail;
- m. Summer monitoring of and response to email;
- n. Adherence to deadlines for submission of information and data to administration;
- o. Written/**electronic** lesson plans developed in advance in accordance with District format and expectations;
- p. Professional sharing of information obtained from workshop/conference attendance, site visit, school meeting, or District meeting.

#### 5. Professional Growth

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

community as a valuable resource.

## D. EMPLOYEE PERFORMANCE AND EVALUATION

### 1. Employee Evaluation

The District views employee evaluation as an ongoing process for the purpose of improving organizational performance and assessing individual performance of employees. The process for employee evaluation is specified in the *Teacher Performance Evaluation Guide* which is shared annually with all professional educators. The District, at its sole discretion, may revise the *Teacher Performance Evaluation Guide* at any time. Any evaluation process must comply with ~~Policy ???~~ and all applicable state and federal laws and regulations. **During an employee's first three (3) years in the District he/she shall be evaluated a minimum of two (2) times annually.** ~~Thereafter, employees will be evaluated annually.~~

### 2. Employee Discipline

**The Board of Education reserves the right to and the responsibility to manage the District's employees.** The District Administrator or his/her designee may issue discipline or recommend **discharge termination of employment** to the Board of Education, if necessary, consistent with the requirements of any applicable policy, procedure, rule or regulation as well as state and federal law. **Support Staff have the privilege to request representation of choice when job performance with supervisor is to be discussed.** A professional educator may be disciplined for violations of Board policy or for other failure to meet the expectations and obligations of their position. No employee may be subject to arbitrary or capricious disciplinary action.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of employees. Progressive discipline will generally progress as follows **with documentation placed in the employee file:**

- a. Oral reprimand, ~~with a written record placed in the employee file;~~
- b. Written warning;
- c. Suspension, the length of which is determined by the administration to effect the corrective goal of discipline;
- d. Termination. ~~pursuant to Policy ???~~

As long as it is not arbitrary and capricious, the District Administrator may skip one or all steps in the progressive discipline model whenever the District Administrator deems that the severity of the offense merits it. Any professional educator who is suspended without pay or **discharged termination of employment** shall be given written notice of the reasons for such action. A copy of such notice shall be made a part of the professional educator's personnel record. Instances of discipline ~~as defined in Policy ???~~ are subject to the employee grievance procedure.

## E. EMPLOYEE STATUS

### 1. Employee Definitions

**Regular Employees:** Regular Employees are defined as professional educators whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

**Regular Full-time School Year Employee:** A regular full-time school year employee is defined as a professional educator who is scheduled to work at least 7 hours per day on a regular basis for at least a 180- day school year.

**Regular Part-time School Year Employee:** A regular part-time school year employee is defined as a professional educator who is scheduled to work less than 7 hours per day on a regular basis for at least a 180- day school year,

or works less than the 180-day school year.

Exclusions: A regular full-time or regular part-time employee does not include student, substitute, temporary, or summer school employees.

Summer School Employees: A summer school employee is defined as a professional educator 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.

The District will employ professional educators by issuing Individual Teaching Contracts to each professional educator. The Individual Teaching Contracts must be signed and returned to the District Office no later than the stated deadline in order to become a valid contract for the succeeding year.

The non-renewal of Individual Teaching Contracts shall be governed by § 118.22, Wis. Stats.

## 2. Determination of Assignments

The Board will employ teachers by issuing Individual Teaching Appointments to each teacher on or before March 15 each year. The Individual Teaching Appointments must be signed and returned to the District Office by law on or before April 15 of the same calendar year in order to become a valid appointment for the succeeding year.

The District Administrator is responsible for the assignment of all professional educators in conformance with any legal requirements or certification requirements. Employees will be assigned by the District Administrator or his/her designee. Employees may express in writing to the District Administrator or his/her designee their preference of school, grade level or subject. After assignments are issued changes may have to be made due to late staff changes, grade level or school population changes, the final development of class schedules, enrollment changes in specific classes, budgetary/financial adjustments, computer failure, or other factors uncertain when the initial assignment was made. Assignments shall be made in accordance with AG ????. In all cases the decision of the District Administrator and approved by the Board of Education shall be final as to the assignment of professional educators.

All current employees in the District may apply for summer school positions.

## 3. Transfers

Professional educators interested in transferring from one position to another will apply in writing to the District Administrator according to procedures provided in the vacancy announcement. Consideration will be given to such applications, and all transfer applicants shall receive a written response when the position is filled.

The District, at its discretion may involuntarily transfer an employee to a vacant or new position in the District. If an employee wishes to be transferred to another position which is open, application for a transfer should be made in writing to the District Administrator or his/her designee. An employee who applies for a vacant position may be granted an interview for the position. The District retains the right to select the most qualified individual (internal or external candidate) for any position.

Prior to an involuntary transfer to another grade level, department, program, or school, the professional educator shall be consulted by the District Administrator or his/her designee at which time the reason for consideration of the change in assignment will be explained. If an involuntary transfer of assignment is made, written notification will be made to the professional educator when the administrative decision is finalized.

Assignments shall be made in accordance with Policy 535. In all cases the decision of the District Administrator and approved by the Board of Education shall be final as to the assignment of professional educators.

**Comment [MO14]:** This is a current policy and could stay in the handbook until the switch is made to the NEOLA policies.

#### 4. Reduction in Staff

The Board of Education reserves the right to reduce the number of positions (full layoff, or the number of hours in any particular position (partial layoff)), as it determines is necessary for the continued operation of the District's educational program in an efficient and effective manner. Such staff reductions will be made in compliance with Policy 535. In deciding which position(s) to reduce or eliminate, as well as the individuals affected, the Board shall act in what it determines is in the best interest of the students and the District.

The non-renewal procedures (for teachers) of Section 118.22, Wis. Stats., do not apply to layoffs.

No professional educator whose position has been eliminated or reduced and whose employment has been terminated or modified shall have any right to be contacted by the District in the event that a vacancy opens in the future. Likewise, no professional educator whose employment has been terminated or reduced is entitled to a future position or will receive any preference over other applicants. Professional educators whose employment ended or was reduced with the District due to a reduction in force shall not be prevented from applying for future positions with the District.

For teachers:

- a. Where appropriate, attrition may be used to achieve the necessary number of position reductions.
- b. The evaluating administrator will review the Educator Effectiveness Project evaluation data and professional file as maintained in the district office for each teacher in the elementary divisional level (4K-6) and at the secondary (gr. 7-12) by department. The principal shall make recommendations with supporting documentation to the District Administrator as to effectiveness of the teaching staff. The decision will be based on the preponderance of the evidence. (See TPES Guidebook.)
- c. An independent, outside evaluator may be secured with the authorization of the District Administrator to provide an objective assessment of the teacher's performance and will be used in conjunction with the data collected by the evaluating administrator. The request to use an outside evaluator would come from the evaluating administrator or the District Administrator. A teacher may not request an outside evaluator.
- d. Principals will examine all teaching assignments and make recommendations to the District Administrator about the best fit for each position based on each teacher's skills and dispositions.
- e. All other evaluation records being equal, the most recently hired individuals offered the position within the divisional level or department would be the first to be terminated.

#### 5. Termination, Non-Renewal, and Resignation

Individual employment contracts of a professional educator may be terminated or non-renewed upon a majority vote of the full membership of the Board subject to any applicable law. Employees may be terminated or non-renewed for any reason, provided that the decision is not arbitrary or capricious, or in violation of any applicable law. In the event the District Administrator intends to recommend the non-renewal of a teacher's contract, he/she shall comply with all applicable statutory non-renewal procedures.

The non-renewal of Individual Teaching Appointments shall be governed by Section 118.22, Wis. Stats.

Any decision to terminate or non-renew a professional educator's employment contract shall be subject to review consistent with the grievance procedure in Policy 527 and corresponding Professional Educator Handbook references.

Teachers must provide thirty (30) days advance notice of resignation. Failure to provide a thirty (30) day notice will result in a cost of \$150/day for each day less than thirty (30). A resignation received in July and/or August will result in the teacher reimbursing the District for the cost of the employee's health insurance. *(Punitive intended?---Check legality of this and if it is still relevant---September 1 is current start date on insurance)*

**Comment [MO15]:** This is a current policy and could stay in the handbook until the switch is made to the NEOLA policies.

**Comment [MO16]:** The green highlighted language was questioned as to the legality of it. Mr. Renning will be consulted.



A resignation, once submitted and accepted by the Board or its designee, is final and may not be rescinded without approval by the Board. The Board may defer acceptance of a late (ie. 30 days prior to the start of the school year or school calendar year) resignation until such time as the position from which the professional educator has resigned is filled by the District. Resignations shall be processed in accordance with Policy ???.

## F. GRIEVANCE PROCEDURE

Policy 527 specifies the exclusive internal method for resolving grievances concerning discipline, termination, and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. The Board maintains the right to modify the Grievance Procedure, in accordance with state statute, at any time at its sole discretion.

**Comment [MO17]:** This is a current policy and could stay in the handbook until the switch is made to the NEOLA policies.

### Definitions:

A. A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

1. the name and position of the grievant;
2. a clear and concise statement of the grievance;
3. the issue involved;
4. the relief sought;
5. the date the incident or alleged violation took place;
6. the specific section of the Policy Manual or workplace safety rule alleged to have been violated; and
7. the signature of the grievant and the date.

B. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification 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.

C. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.

D. "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.

E. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.

F. "Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

### Procedures:

#### First Step

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee 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 District Office.

An employee who has been notified of termination may process the grievance commencing at Step 3.

#### Second Step

If the grievance is not satisfactorily resolved at Step 1, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the District Administrator, he/she or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the District Administrator is aware of other similar pending grievances, he may consolidate those matters and process them as one grievance.

#### Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed to the District Administrator by a written statement particularly describing the reason for appeal. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the Grievant to properly follow the process the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. 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 burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. 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.

#### Fourth Step

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 Board of Education shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before 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.

#### Timelines:

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

**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 administration and employees 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.

## IV. COMPENSATION

### A. PAYROLL INFORMATION

All teachers will be paid on the 1<sup>st</sup> 5<sup>th</sup> and 15<sup>th</sup> 20<sup>th</sup> of each month. Teachers will be provided the option of either 20 or 24 payments. Teachers electing to be paid out over 24 payments shall provide written notice to the District by completing the required IRS form.

All employees will have their pay checks (after all appropriately authorized amounts have been deducted) directly deposited into one designated bank account. Any changes to direct deposit information may be made by notifying the Business Office.

If a payday falls on a bank holiday or school recess day, the pay date will be the last work day preceding the bank holiday or school recess day.

Pay is subject to all deductions required by law, federal tax, Social Security payment, Medicare, and state and local income taxes, as applicable. The amount of the deductions will depend on earnings and information furnished on individual W-4 forms regarding the number of exemptions claimed. If an employee wishes to modify the number of exemptions, he/she must request a new W-4 form from the Payroll Office. Only an employee may modify his/her own W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. Professional educators are encouraged to regularly check their pay-related information on the online Employee Portal.

The annual W-2 form reflects how much of an employee's earnings were deducted for these purposes. Any other mandatory deductions to be made from paychecks, such as court ordered garnishments, will be explained whenever the District is ordered to make such deductions. Questions about pay and deductions should be discussed with the Payroll Office.

Should there be an underpayment of any kind, the District will make every effort to repay the amount as quickly as possible. In the event that there is an overpayment of any kind that the District has not noticed, it is the employee's responsibility to bring this to the attention of the Payroll Office.

**Comment [MO18]:** It was suggested that for Business Office and bookkeeping purposes, the change in payroll dates would be helpful in preparing accurate Board reports and to have 2 payrolls per month year round. Teachers were fine with this change as long as ample advance notice was given to all employees. Many employees base discretionary payment dates (house payment, car payment, etc.) based on the payroll dates so teachers need time to make adjustments in some cases. This Business Office request has since been rescinded. There is no District-wide advantage to making this change. There would be numerous disadvantages to employees whose current bill payment schedule was established to coincide with payroll dates. It is suggested to keep the dates shown in black print.

## B. SALARY AND RELATED COMPENSATION

### 1. Salary

The Board will comply with state statutes as to employee compensation. Employees will receive individual notice as to their salary prior to the beginning of each school year on the upcoming year's contract. This is subject to change for those professional educators working on Professional Improvement Points as defined in the Salary and Stipend Guide.

### 2. Extended Contracts

The Board may determine extended contracts are necessary to complete the work of the District. ~~Information regarding extended contracts is contained in the ??? Guide.~~

### 3. Extra-Curricular Stipends

Teachers may be assigned extra-curricular activities. Assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The District will publish a schedule outlining the compensation for extra-curricular assignments.

### 4. Supervisory Duties

Supervisory duty assignments, including but not limited to lunch, bus, and recess duties, will be assigned to professional educators or support staff at the sole discretion of the District. The assignment of a duty shall not be deemed a contract, and individuals assigned supervisory duties may be reassigned by the District at any time. The stipends and payments for supervisory duties shall be made in accordance with the Salary and Stipend Guide.

### 5. Substitute Assignment

Teachers who are asked to substitute for another teacher will receive \$18.00 per class.

### 6. Required Training

The District may occasionally require a professional educator to attend a workshop or training necessary for employment that occurs outside scheduled work days. The professional educator may be eligible for compensation for this required training and will be paid ~~at \$25 per hour compensation. (Check on flat fee for half or full day).~~

### 7. Summer School

If summer school session employment is available, the District may offer summer school employment to qualified professional educators of the District's choosing. The District is free to use outside providers to perform such work. The terms and conditions of employment for summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a summer school session shall not be used to determine eligibility or contribution for any benefits, length of service, or wage/salary levels.

### 8. External Honorarium

Professional educators who are offered a payment or honorarium for work performed during time when the employee is being paid by the District shall promptly report the monetary offer to the District Administrator. The District Administrator, at his/her sole discretion, shall determine after conferring with the professional educator whether the payment or honorarium shall be received and by whom.

**Comment [MO19]:** This section may need to be refined when and in what manner the new Professional Improvement Point plan is approved by the Board.

**Comment [MO20]:** This compensation rate needs to be confirmed with the Business Office.

## V. BENEFITS

### A. DISTRICT PROVIDED BENEFITS

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add, or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share, shall be approved through Board action.

Insurance coverage will commence on the professional educator's first day of employment. Except for cases of misconduct, professional educators whose employment is terminated at the conclusion of a school year shall have their health, dental, life, and long-term disability insurance coverages continued and paid at the same District rate through August of the same year in which the employment was terminated. Professional educators whose employment terminates during the school year shall have their health, dental, life, and long-term disability insurance coverages continued and paid at the same District rate through the last day of the last month of their employment.

The Board reserves the right to select the carriers and plans for any insurance provided by the District.

#### 1. Wisconsin Retirement System (WRS)

The Board will comply with the requirements as to contributions for employees to the Wisconsin Retirement System (WRS) as established by State Statutes and the Department of Employee Trust Funds.

#### 2. Health, and Dental, and Vision Insurance

The District reserves the right to select the carrier(s) and to determine the plan benefits including deductibles, co-pays, and other coverages for health and dental insurances. The District reserves the right to change the structure of the benefit plan, including eligibility, at any time. Specific information concerning the plan may be found in the appropriate Summary Plan Description which governs all conditions of coverage. The plan documents are maintained in the Business Office and provided to employees who enroll in the coverages.

Eligible employees who are covered under fully insured group health and dental plans are assured the privacy protections required by Federal and State Law ~~in accordance with Policy ???.~~

#### 3. Eligibility for Health, and Dental, and Vision Insurance

A teacher teaching less than full-time (1.0 FTE) will have the District's percentage of contribution pro-rated as a percentage of full-time employment for purposes of group health and dental insurance, long term disability benefits and life insurance (e.g., a teacher teaching 0.5 FTE will receive half of the District's contribution for a full-time (1.0 FTE) teacher). Teachers working less than 0.5 FTE are not eligible for ~~benefits~~ the District's health and dental insurance.

Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions as per Affordable Care Act regulations. Such hours excluded may include, but not be limited to the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.

#### 4. Premium Contributions for Health Insurance

The ~~Board~~ District will pay a portion of the premium for group health insurance (family or single) depending on the employee election. Those who choose to participate in the Health Risk Assessment (HRA) are eligible to ??? have ???% of the monthly premium rate paid by the District. Full-time professional educators who do not participate in the HRA are eligible to have ???% of the monthly premium paid by the District. *(Once set, the insurance premiums should be noted in this section.)*

#### 5. Premium Contributions for Dental and Vision Insurance

The ~~Board~~ District will pay One Hundred Percent (100%) of the premium for group ~~health-dental and vision~~ insurance (family or single).

**Comment [MO21]:** New insurance information may be entered here or referred to in this section.

## 6. Group Term Life Insurance

The Board District will pay the full amount of the premium for life insurance at two times the professional educator's total salary.

## 7. Group Long-Term Disability Insurance

The Board District will pay the full amount of the premium for long term disability insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

## 8. Liability Insurance

Employees are covered by the District's liability policy while acting within the scope of their defined duties and responsibilities. The District's liability policy shall be in accordance with Wisconsin Statutes.

## 9. Travel Expenses/Mileage

The District may provide for reimbursement of actual and necessary expenses, including travel expenses, of professional educators that are incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with advance authorization by an administrator.

Professional educators should use District-owned vehicles or bus transportation whenever possible and practical when transporting students. When personal vehicles are used during the course of performing duties for the District, the Board of Education will pay the IRS rate for approved out of District travel as well as for travel between buildings where employees are required to travel as part of their assignment. Employees must submit a request for travel reimbursement.

## 12. VOLUNTARY BENEFITS

### a. Short-Term Disability

The Board shall make short-term disability insurance available to eligible employees at the employee's expense. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

### b. Tax-Sheltered Annuity (TSA)/403(b) Retirement Plan

A TSA program is available to teachers in accordance with the District's policies governing the 403(b) program.

### c. Section 125/Flexible Spending Account

The Section 125(c) Plan is a pre-tax, payroll deduction account that allows support staff employees to set aside up to \$5,000 for dependent, child or adult care and the maximum allowable by law for additional medical, dental or vision expenses not covered by insurance. An annual election is made with an October 1 through September 30 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year.

## 13. VOLUNTARY RETIREMENT

The Board District may provide, at its sole discretion, a post-retirement benefit for eligible professional educators, and reserves the right to modify or terminate this benefit at any time.

A teacher reaching eligible retirement age during the school year must complete that school year before exercising the option to retire early.

All teachers who elect to retire early must provide written notice of their intent to do so on or before February 1 of the school year prior to retirement.

Teachers Actively Working Before June 30, 2011:

Teachers working .75 FTE or more will be eligible for early retirement benefits in accordance with the following criteria:

- Age 55
- Fifteen (15) years of full-time experience in the District

#### 14. WORKERS' COMPENSATION

Workers' compensation is to provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. The Board District will provide Workers' Compensation as required by law. The amount of benefits payable and the duration of payment will depend upon the nature of the injury or illness. Any employee who is injured on the job shall report the injury to his/her principal prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her principal within twenty-four hours after the occurrence of the injury or as soon as practicable. The employee shall complete an accident report form available in his/her school office.

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

- a. Injuries because of a self-inflicted wound;
- b. Injuries sustained because of an employee's horseplay;
- c. Injuries sustained while an employee does an activity of a strictly private nature.

## VI. TIME OFF AND LEAVES

### A. PAID LEAVE DAYS

Each professional educator will have access to his or her paid leave balances through the Employee Portal. Paid leave may be taken in one hour increments. The responsibility for applying for and claiming leave rests with the professional educator.

#### 1. Sick Leave/Paid Time Off (PTO)

~~Teachers will be allocated ten (10) days of paid sick leave each year for personal illness. The sick leave will be earned one day per month (August through May). Upon termination of employment, sick leave used but not earned will be deducted. Unused sick leave may accumulate up to ninety (90) days. The Board reserves the right to request medical certification for any absence. PTO is not to be construed as paid vacation time and shall not be used for vacation purposes.~~

~~Effective 7/1/2012 employees will have Sick Leave (current bank) accumulative to 90 days. Plus PTO which will replace an employee's annual allotted time off (sick / personal leave).~~

~~Teachers: will have 10 new days PTO annually (from 3 personal / 7 sick)~~

#### ~~Incentive to Unused PTO:~~

~~Starting 7/1/2012 eligible employees at the maximum of 90 days with unused PTO on 6/30 (annually) will receive 50% of the substitute teacher pay (\$45) for every day of unused PTO. This is in lieu of losing unused sick days.~~

*(Consider changing to... would not need)*

Paid Time Off credit of ten days (3 personal / 7 sick) shall be granted to the professional educator on the first day the professional educator reports to work for the contract year. PTO will accumulate to a maximum of ninety days. Eligible employees at the maximum of 90 days with unused PTO on 6/30 (annually) will receive 50% of the substitute teacher pay (\$50) for every day of unused PTO. This is in lieu of losing unused sick days.

Professional educators beginning work after the first day of the contract year shall receive a pro-rated amount of PTO. Professional educators who leave the District's employment prior to the completion of his/her contract year shall have a pro-rated amount of PTO removed from his/her account; if the professional educator has exceeded his/her account total, then the amount exceeded shall be deducted from the final amount of salary due to the professional educator.

PTO shall cover necessary absences from duty because of personal illness, bodily injury, hospitalization or surgery, exposure to a contagious disease, or emotional upset which renders the professional educator incapable of performing his/her assignment. PTO may be used to care for a family member or member of the professional educator's household. PTO is not to be construed as paid vacation time and shall not be used for vacation purposes. Additionally, PTO may also be used for leave from a regular work day to conduct personal business which cannot be conducted outside the regular work day. PTO shall not be used to attend Association membership meetings or for participating in activities on behalf of the Association, to attend legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to disparage, embarrass, or discredit the District.

It is expected that whenever possible medical or dental appointments for the employee or family member be scheduled outside of regularly scheduled work hours. When appointments cannot be scheduled outside of the regularly scheduled work hours, professional educators are expected to return to work after the appointment if the timeframe permits them to do so. When a professional educator intends to be absent for a medical/dental appointment or other non-school business for less than a half-day, the professional educator may avoid use of sick leave if the professional educator makes arrangements with a colleague for coverage and notifies the principal of the arrangements in advance of the absence; if the principal, school office, or sub caller is used to provide a substitute, then the professional educator will be charged with a half-day of sick leave if the absence is limited to either before lunch or after lunch, and a full-day of sick leave if the absence includes time both before and after lunch.

Professional educators employed on separate summer contracts, including summer school, shall be eligible for two days of non-accumulative sick leave, or two days of emergency leave, or a combination of one day each of sick leave and emergency leave, with the day being defined as a full-day. To be eligible for these two days, a professional educator must be employed for a minimum period of the full number of days for the scheduled summer session. Professional educators employed on separate summer contracts are not eligible to use more than the two paid days of sick/emergency leave during their summer assignments.

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer be allowed to use sick leave or accumulated sick leave.

Whenever the District deems such verification appropriate, the professional educator may be required to furnish the District with a certificate of illness signed by a medical provider verifying the reason for the absence. Such certificate should include a statement releasing the professional educator to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed.

Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge a termination of employment employees for excessive absenteeism.

When applicable under either Wisconsin or Federal Family and Medical Leave, an employee may elect or the

**Comment [MO22]:** Teachers asked if teacher vacations during the school year were a Board concern. For example, did the Board intend for a teacher to use PTO to take a one week vacation during student instructional time? It is suggested that the Board review the District substitute record particularly for Fridays and Mondays. The District is often in the position of not having enough subs. to fill the positions for absent teachers and aides. This topic is a philosophical and business matter that will likely require Board consideration.

**Comment [MO23]:** Some teachers asked if the name "paid time off" should revert back to sick leave and personal leave for the sake of clarity and to distinguish it from time that could be used for vacations beyond those scheduled in the District calendar.



District may require sick leave to run concurrently with the approved Wisconsin and/or Federal leave.

Advance requests for PTO must be made in the Employee Portal as early as possible but not less than two days prior to the day requested. If the event which gives rise to the request is unknown at that time, such request must be made as soon as the employee becomes aware of the necessity for this leave and can reasonably communicate with the administrator or supervisor.

No more than two professional educators in a building or five professional educators in the District may exercise PTO on the same day for purposes other than illness or District-approved professional development unless substitute availability would allow additional PTO days. The substitute teacher log shall be the determination of this calculation.

If a school principal and a school counselor mutually agree, in advance and in writing, that smooth school operations necessitate that a school counselor work on a day other than the contracted days as specified on the official school calendar, the school counselor shall be provided with an amount of paid time off equal to the amount of mutually agreed time worked. No more than the equivalent of five such special work days may be scheduled and no more than the equivalent of five such compensatory paid days off may be scheduled within a school year. This compensatory time off excludes paid extended contract days for school counselors who perform summer work under the direction of their principal.

## 2. Bereavement Leave

A total of four (4) days of Bereavement Leave will be permitted for each death in the immediate family. The phrase "immediate family" is limited to father, mother, sister, brother, husband, wife, son or daughter. Upon request, additional days may be granted by the District Administrator at his/her discretion. A total of two (2) days of Bereavement Leave will be permitted for each death of a teacher's grandfather, grandmother, father in law or mother in law. Prompt notice of intent to use Bereavement Leave must be provided to the District Administrator or building principal.

*(Consider changing to...)*

Professional educators shall be granted up to (4) days of Bereavement Leave in the event of a death in the family or close relationship. It is the professional educator's responsibility to submit the appropriate Employee Portal information and email notice to his/her principal in advance of taking such leave. Professional educators who access Bereavement Leave consisting of multiple days for the same death shall confer with his/her principal in advance for the purpose of maintaining smooth school operations in his/her absence. The District may require proof of the death, the relationship, travel itineraries, or other documentation from the professional educator whenever the District deems such verification appropriate.

## 3. Emergency Leave *(consider adding...)*

In the event of an emergency not covered by illness in the family as indicated in the Paid Time Off section or death as indicated in the Bereavement Leave section, the professional educator may apply for Emergency Leave to be granted by the District Administrator. Emergency Leave shall be deducted from Sick Leave and will be granted only if sufficient evidence is submitted to satisfy there is a compelling reason for absence. Usually this leave will be granted only under extraordinary and uncontrollable circumstances. These circumstances will usually fall under the classification of "an act of God" and will be of such a nature that they could not possibly be foreseen by the employee, such as damages to the professional educator's residence or vehicle caused by fire, flood, tornado, or other unforeseen emergency.

## 4. Jury Duty and Witness Duty

An employee who is not able to report for work because of jury duty or acting as a witness in a matter in which the employee is not a party, will be paid for the time missed. The employee shall provide the District with any payment received from serving on the jury. Employees must notify their immediate supervisor as soon as notice of jury duty is received and as soon as jury duty terminates.

Professional educators shall report to work if released from jury duty or the witness stand when at least a half-day remains in the scheduled work day. Professional educators are required to submit proof to verify the amount of the payment and/or their requirement/request to appear.

**5. National Guard Duty***(consider adding...)*

Where a professional educator is absent due to required service in the National Guard or Reserve, the professional educator will be paid his/her full salary for a period of up to five days for such absence, barring any overriding provision by the state or federal government. This leave will be granted without any deduction from the employee's PTO account, provided that the professional educator must endorse to the District all payments by the military for the days covered by paid leave from the District.

**6. Military Leave for Active Duty***(consider adding...)*

Professional educators will be granted a military leave of absence for absences from work due to serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Professional educators must give their principal advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

Professional educators will not be paid for military leave. However, professional educators may use any available accrued paid time off to help pay for the leave. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable places for which the professional educator is otherwise eligible.

A professional educator who is on military leave for up to 30 days must return to work on the first regularly scheduled work period after the service ends (allowing for reasonable travel time). A professional educator who is on military leave for more than 30 days must apply for reinstatement in accordance with USERRA and applicable state laws.

Professional educators who return from military leave (depending on the length of military service in accordance with USERRA) will be placed either in the position the professional educator would have attained if he/she had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, the professional educator will be treated as if he/she had been continuously employed.

**7. Administratively-Approved Leave***(consider adding...)*

A professional educator may request Administratively-Approved Leave (with or without pay) for absences not covered under PTO, Bereavement Leave, or Emergency Leave provisions. Typically, such leave is for "once-in-a-lifetime" events over which the professional educator has no control of the date. Paid Administratively-Approved Leave shall access the professional educator's PTO Leave account. Unpaid Administratively-Approved Leave shall result in a pro-rated daily deduction of the teacher's contract. This leave and the conditions thereof, including compensation, shall be at the discretion of the District Administrator whose decision shall be final and without appeal.

Requests for Administratively-Approved Leave shall be made with the appropriate form at least three days prior to the absence if advance notice is available. In the event that three days advance notice is not available, the professional educator shall be responsible for submitting the appropriate form as soon as the information is available.

Administratively-Approved Leave, either paid or unpaid, shall not be granted for participating in Association business or to engage in job actions such as picketing or demonstrating, or to participate in activities designed to disparage, embarrass, or discredit the District.

**C. FAMILY AND MEDICAL LEAVE ACT**

Professional educators have access to absences covered by the federal Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act (WFMLA) in accordance with provisions and procedures specified in Policy 3430.01, AG 3430.01A, and AG 3430.01B. Questions regarding FMLA leave should be directed to the District's Business Office.

#### D. LEAVES OF ABSENCE

##### 1. Unpaid Leave of Absence

Employees must submit a written request for an unpaid leave of absence to the Board. The Board may grant the request for a leave of absence at its discretion. The leave of absence will begin and end on the dates approved by the Board. A leave of absence may not exceed twelve (12) calendar months.

Employee participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the District's group insurance plans (to the extent permitted by the carrier); however, he/she must pay the premiums to the District during the leave of absence.

Sick leave will not accrue during a leave of absence; however, any accumulated sick leave at the time of the leave of absence will be reinstated upon return.

A teacher must work a minimum of one hundred twenty (120) paid work days in a school year to be eligible for a year of service for early retirement purposes. A teacher teaching less than full-time (1.0 FTE) will have their percentage of teaching pro-rated as a percentage of full-time employment for early retirement purposes (e.g., a teacher teaching 0.5 FTE will receive a half year experience for retirement purposes).

##### 2. Professional Leave *(consider adding...)*

Professional educators may apply for an unpaid professional leave for study, research, or special teaching assignment for a period up to one year. This leave will be without pay or benefits and is subject to Board approval in accordance with Policy ????. Requests for professional leave must be made by February 1 for the following school year.

##### 3. Child-Rearing and Adoption Leave (Extended Beyond FMLA/WFMLA) *(consider adding...)*

Professional educators with a minimum of three years of continuous local experience may apply for unpaid Child-Rearing/Adoption Leave. Such leave is subject to Board approval and may be taken for no longer than two semesters. The Board reserves the right to limit approved leaves to no more than two professional educators per school year and is subject to hiring a qualified replacement for the leave period. This leave provision is not available to professional educators who have used this leave provision within the previous three years. Application should be made in writing at least three months prior to the requested start of the leave. If conditions are such that three months advance notice is not reasonable, then application should be made as soon as practicable with an explanation as to the cause of the reduced advance notice.

Failure to Return after Expiration of Leave: In the event the professional educator 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.

Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave, and participation in insurance programs under this section as provided for above shall 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.

## VII. EXTRA-CURRICULAR ACTIVITY ASSIGNMENTS

### A. LETTER OF ASSIGNMENT

Professional educators shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The stipend for extra-curricular activities shall be specified in the letter of assignment. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are employed on an at-will basis for these positions.

### B. EVALUATION

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their principal deems appropriate. When determining the manner and frequency of evaluations, the principal or his/her designee 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/or reasonable discretion, deems appropriate.

### C. VOLUNTEERS

The Board, upon recommendation from the head coach/advisor and the athletic director or principal, may authorize an individual to serve as a volunteer coach/advisor for an extra-curricular activity. Volunteers are subject to a background check prior to working with children. Volunteers are not employees and are not eligible for salary/wages, stipend, or benefits. Volunteers are covered by the District's general liability insurance policy while acting as a volunteer coach/advisor for the District. Volunteers must follow all District activity and athletic policies and procedures as well as other District policies as applicable. Head coaches/advisors are responsible for directing the activities of volunteers approved for their extra-curricular activity.

**Comment [MO24]:** Addendum A would be the Organization System chart as brought forward by the Long Range Planning Communication Team.

## EMPLOYEE ACKNOWLEDGEMENT FORM

**This is a duplicate copy of the form.  
Please retain this copy with your handbook for reference.**

*An original signed and dated copy of this form must be submitted to the School Office  
by the announced deadline as a condition of continued employment.*

The *Professional Educator Handbook* describes important information about the School District of Manawa. I acknowledge that I have received a copy of the District's *Professional Educator Handbook*. I understand that I should consult my principal if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be future changes to the information, policies, and benefits in this handbook. I also understand that the School District of Manawa may add new policies to the *Professional Educator Handbook* as well as replace, change, or cancel existing policies. I further understand that no one can make verbal/oral modifications to this handbook, nor can it be modified by practice. I understand that handbook changes can only be authorized in writing by the District Administrator or by the Manawa Board of Education.

I understand and acknowledge that the district handbook is not a contract of employment or legal document. I understand and acknowledge that the *Professional Educator Handbook* does not alter my employment status or guarantee employment for any definite period of time. I have received the district handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_