



STAFF HANDBOOK

1701 County Road CE
Kaukauna, WI 54130
Phone 920.766.6100 - Fax 920.766.6104

Board Approved June 27, 2011

Employee Acknowledgement Form

Your Copy – Please Do Not Remove

The district staff handbook describes important information about the Kaukauna Area School District. I understand that I should consult the Human Resources Department if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the district handbook. I understand that the Kaukauna Area School District may add new policies to the district handbook as well as replace, change, or cancel existing policies. I understand that district handbook changes can only be authorized by the District Administrator or Board of Education of the Kaukauna Area School District.

I understand and acknowledge that the district handbook is not a contract of employment or legal document. I understand and acknowledge that the district 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: _____

Introduction

This staff handbook will give you important information about working in the Kaukauna Area School District. The policies in this handbook explain many of the benefits of working here. This handbook also explains what is expected of you and details many of the District rules.

This staff handbook contains relevant portions of pertinent board policy but may not contain the policy in its entirety. The board policies are available in your school office and on the SharePoint website. This staff handbook also contains other policies, guidelines, and standards. Please be aware that this staff handbook cannot cover every situation or answer every question about policies and benefits at the Kaukauna Area School District. Also, sometimes it may be necessary to change the handbook. The Kaukauna Area School District has the right to add new policies, change policies, or cancel policies at any time.

This staff handbook is provided as a guide and does not create a contract expressed or implied. This staff handbook does not guarantee employment for any definite period of time and does not alter your employment status.

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KAUKAUNA AREA SCHOOL DISTRICT

MISSION STATEMENT

The Kaukauna Area School District will educate students to be effective lifelong learners who can successfully meet the challenges of their lives and be positive contributors to society.

The Kaukauna Area School District, in partnership with our community, will provide a rigorous and relevant curriculum through best instructional practices which emphasize student achievement and accountability, delivered in a safe and caring environment.

Kaukauna Area School District staff will:

- Use assessment to drive curricular and instructional decisions.
- Create a supportive, respectful and encouraging environment for student growth and learning.
- Use instructional practices proven successful based on research and field experience.
- Hold students accountable for their learning and behavior.
- Implement a collaborative approach to teaching and learning.
- Be positive role models who reflect the characteristics of our vision, mission and guiding principles.
- Teach so all students can learn and succeed.
- Be accountable for student learning.
- Deliver the district's approved curriculum.

**PUBLIC NOTIFICATION
OF
Civil Rights Compliance**

Equal Opportunities Officers

Section 504, Americans with Disability Act – Sarah Newberry, Director of Special Education & Pupil Services

Title IX – Scott Mikesh, Director of Human Resources & Legal Services

Title VI – Scott Mikesh, Director of Human Resources & Legal Services

All other discrimination complaints - Scott Mikesh, Director of Human Resources & Legal Services

Title Coordinator’s name, address, and phone number

Section 504, Americans with Disability Act
Sarah Newberry, Director of Special Education & Pupil Services
1701 County Road CE, Kaukauna, WI 54130
920-766-6100

Title IX
Scott Mikesh, Director of Human Resources & Legal Services
1701 County Road CE, Kaukauna, WI 54130
920-766-6100

Title VI
Scott Mikesh, Director of Human Resources & Legal Services
1701 County Road CE, Kaukauna, WI 54130
920-766-6100

All Other Discrimination Complaints
Scott Mikesh, Director of Human Resources & Legal Services
1701 County Road CE, Kaukauna, WI 54130
920-766-6100

Non Discrimination Statement

The Kaukauna Area School District does not discriminate on the basis of age, race, creed, religion, color, physical, mental, emotional or learning disability, marital or parental status, pregnancy, sex, national origin, ancestry, sexual orientation, arrest record, conviction record or military service. Employees of this District are required to comply with the provisions of Title VI of the Civil Rights Act and Title IX of the 1972 Education Amendments. For additional information on the nondiscrimination policy and/or complaint procedure, contact the District at 920-766-6100.

Reasonable Accommodations

An opportunity will be available during the selection process for persons with disabilities to advise the District of any need for reasonable accommodation.

Office of Civil Rights Address

Office for Civil Rights
U.S. Department of Education
Citigroup Center
500 W. Madison Street, Suite 1475
Chicago, IL 60660-4544
Telephone: 312-730-1560
Fax: 312-730-1576
Email: OCR.Chicago@ed.gov

Equal Employment Opportunity

Board Policy 521

The Kaukauna Area School District does not discriminate in employment opportunities or practices on the basis of race, color, religion, national origin, creed or ancestry, age, pregnancy, gender orientation or gender, marital or parental status, or physical, mental, emotional, or learning disability, or other characteristic protected by law and requirement and regulations of the U.S. Department of Education. Employment decisions at the Kaukauna Area School District are based on each person's performance, qualifications, and abilities.

The Kaukauna Area School District will make reasonable accommodations for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to Kaukauna Area School District.

Our Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Human Resources Department located at the District Offices at 766-6100.

Approved: March 12, 2007
Revised: November 8, 2010

Absence Reporting

Absences for sickness and/or emergency shall be reported by the employee as soon as the employee knows an absence will occur.

The Kaukauna Area School District uses the automated substitute service (AESOP) for recording absences and finding substitutes for instructional, pupil services, administrative assistant and educational assistant staff. This service is available 24 hours a day, seven days a week. Employees are able to access this system by phone or online. In the case of a daily absence, employees should enter their absence as soon as possible the morning of the absence. Planned absences such as school business should also be entered ahead of time, at least twelve (12) hours or more prior to the absence, to assure that a substitute is available. A reason for each absence shall be indicated.

Accident/Incident Reports

All accident/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted within twenty-four (24) hours or the next scheduled District workday.

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

Employees who are unable to report to work shall follow the applicable procedures using either the AESOP or Skyward system for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in AESOP/Skyward using the appropriate reasons. The District will monitor 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.

Attendance at School Events

Certified staff are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, graduation ceremony, art show and/or other District or building event that occurs after the normal workday. Certified staff who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

Building Use For Personal Events

While the school sites and surrounding property at those locations offer great advantages to hosting a private event the district must stand firm that no personal gatherings can take place on school district property. Insurance stipulations and added risk taken on by the district along with extra maintenance costs are the prime reason that this practice must be denied.

Child Abuse and Neglect

A. Reporting Requirement:

1. Wisconsin Statutes § 48.981 requires that all school employees who have reasonable cause to suspect that a child seen in the course of their professional duties report any suspected child abuse or neglect which they encounter. The building principal, school nurse, school counselors, school psychologists and police liaison officer can assist in making contact with Child Protection on matters of physical, sexual or emotional abuse of children. The school district and the law are very specific in two areas:
 - a. In cases of suspected child abuse, school employees cannot pass off to another employee the mandated responsibility to contact Child Protection.
 - b. The investigation of suspected child abuse is the responsibility of Law Enforcement and Child Protection investigators and not school district employees. School employees are not to undertake any such investigation.

2. Board Policy 454
Wis. Stat. § 48.981 requires all school employees to report cases of suspected child abuse or neglect. Employees who report suspected child abuse or neglect are requested to inform their school administrator of the fact they are making a report and the identity of the child suspected of being the victim of the abuse or neglect. It is not the responsibility of the school employee to prove that the child has been abused or neglected or to determine whether the child is in need of protection. The required report may be made to the appropriate law enforcement agency or child protective services agency as identified in Board Policy 454.

B. Training Requirement:

1. Within the first six (6) months of initial employment with the District, every school employee shall be required to receive training provided for by the Department of Public Instruction in identifying children who have been abused or neglected and the laws and procedures for reporting such abuse. The District may require such training be completed earlier than the first six (6) months of initial employment.
2. At least once every five (5) years after initial training, every school employee shall receive training provided for by the Department of Public Instruction in identifying children who have been abused or neglected and the laws and procedures for reporting such abuse.
3. Certificates of completion of such training shall be forwarded to the District office and will be retained in the employee's personnel file.

Co-Curricular Activities

A. Letter of Assignment

1. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to a co-curricular activity (on either a paid or a volunteer basis).
2. The stipend for co-curricular activities shall be specified in the letter of assignment.
3. The letter of assignment shall not be deemed a contract, and individuals holding co-curricular positions are at-will employees.

B. Payments

Payments for co-curricular activities shall be made in accordance with District payroll procedures. Payment for year round activities will be divided equally among regular district payroll periods. Payment for seasonal activities will be divided equally among end-of-the-month district payroll periods for payment during the term of the activity. Employees not completing their contracted duties will not be compensated for the portion of the activity for which they do not complete and shall be required to pay back to the district any overpayments

C. Co-Curricular Work Schedule

Co-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2)

relieved from the requirement to make up the time lost; (3) required to re-schedule the co-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

D. Evaluation of Co-Curricular Assignments

Individuals holding co-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

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

1. They will not be eligible for salary/wages, stipend, or benefits;
2. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
3. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
4. They must consent to a background check and agree to have a tuberculin skin (TB) test;
5. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
6. They accept direct and indirect supervision of the head coach; and,
7. They may be dismissed at any time for any reason.

F. Anyone who desires to be relieved of any activity for the following year must notify the District. If a replacement cannot be found for the activity, the staff member will perform the duties for the activity in question for one or more additional year(s).

Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal

ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media,

except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

“Authorized Personnel” includes classroom certified staff, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a campus principal.

“Communicate” means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

“Electronic media” includes all forms of social media, such as, but not limited to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom certified staff, matters relating to class work, homework, and tests).
2. Where an employee chooses to communicate with students via electronic means, the employee shall communicate using District provided and approved electronic media. Such approved and provided electronic media includes:
 - a. SharePoint
 - b. District provided email addresses
 - c. Moodle
3. The employee is prohibited from communicating with students through a personal social network page.
4. Only a teacher, coach, trainer, or other employee who has a co-curricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the co-curricular activity over which the employee has responsibility.

5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. Confidentiality of student records.
 - c. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, co-curricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.

2. Confidentiality of other District records, including educator evaluations and private email addresses.
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

Confidentiality

Section 118.125 and 118.126 of the Wisconsin Statutes outline the confidentiality of all student records including behavioral, health and academic records. The administrative office 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.

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 the scheduled parent/teacher conferences.

Copyright

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

Criminal Background Checks

In accordance with Board of Education Policy, all individuals applying for a position in the District are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country;
- B. Has any misdemeanor or felony charges pending against them in Wisconsin or any other state or country; and
- C. 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 the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Individuals who fail to disclose a conviction or pending charge as required on the application or background check from may be rejected from the application and/or hiring process.

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

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

- A. Crimes involving school property or funds;

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken 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 or from suspending an individual based upon an arrest, indictment or conviction or from terminating employment or rights to access to the District in the above capacities for those individuals who have been convicted of a felony and who have not been pardoned of that felony.

Definitions

Regular Employees: Regular Employees are defined as employees 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.

1. Regular Full-time School Year Employee: Regular full-time school year employees are defined as one who is scheduled to work 8 hours per day, 40 hours per week for a 187 day school year. (8 hours per day x 187 days = 1496 hours per year)
2. Regular Part-time School Year Employee: Regular part-time school year employees are defined as one who is scheduled to work less than 8 hours per day for a 187 day school year. (less than 1496 hours per year)

3. Regular Full-time Fiscal Year Employee: Regular fiscal year employees are defined as one who is scheduled to work 8 hours per day, 40 hours per week for a 260 day fiscal year. (8 hours per day x 260 days = 2080 hours per year)
4. Regular Part-time Fiscal Year Employee: Regular part-time fiscal year employees are defined as one who is scheduled work less than 8 hours per day for a 260 day fiscal year. (less than 2080 hours per year)
5. 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 an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If summer school session employment is available, the District may offer summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
2. 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.
3. Summer school employees performing non-exempt duties shall be paid in accordance with the established Fox Valley Consortium Rate hourly wage schedule.

Discipline

Given sufficient reason, the Board or designee has the right to suspend or discipline an employee. The term “discipline” shall have the same meaning as set forth in the Grievance Procedure as provided for in the *Handbook*. Any employee who is suspended without pay or discharged shall be given written notice of the reasons for such action. A copy of such notice shall be made a part of the employee’s personnel record pursuant to Wis. Stat. § 103.13. If any staff member feels he/she has been improperly suspended or discharged, he/she may submit a grievance in accordance with the Grievance Procedure as provided for in the *Handbook*. Should the staff member be found to have been wrongly suspended or discharged he/she shall be reinstated with full accumulated service and shall receive pay for lost time.

Disciplinary Materials

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

District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents,

and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

District Property

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

Drug, Alcohol, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, accurate observations concerning the appearance, behavior, speech or body odors of the employee. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing.
- E. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- F. Notification of Conviction: 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)].

Emergency School Closings

In case of an emergency or bad weather, staff will be contacted. In the event that it is necessary to have a late start, close school entirely, or release students early for an emergency or bad weather, staff will be informed of the situation in an expedient fashion. This contact may come through the emergency automated system that provides notice by a phone call or an email or through other means.

Where the start of school is delayed for two hours due to bad weather or an emergency situation or students are released prior to the end of the school day due to bad weather or an emergency situation, certified professional staff and educational assistants will be compensated for a full day of work. Certified professional staff and educational assistants shall not be required to use personal, sick paid leave, accumulated paid leave or vacation leave for such delays and/or closings. In certain circumstances, while considering safety, the District may require employees to remain or report early.

Where the start of school is delayed for two hours due to bad weather or an emergency situation, Administrative Assistants and Custodial Maintenance employees will be required to report to work unless notified by their immediate supervisor.

With respect to the closure of District schools for a full day due to bad weather or emergency situation, the following shall apply to the noted employee categories:

Custodial Maintenance:

1. Shall be required to report to work unless notified by the Custodial Supervisor.

Administrative Assistants:

1. Shall be required to report to work unless notified by his or her supervisor; or
2. Use a sick, personal, paid leave, accumulated paid leave, or vacation leave for such day (selection of the category of leave is at the employee's discretion); or
3. Take the day as unpaid.

All such time as noted in #2 and #3 must be reported in AESOP no later than 7:00 a.m. that day.

Educational Assistants:

1. Shall not report to work unless notified by his or her supervisor; and
2. May choose to use a sick or personal leave or accumulated paid leave (selection of the category of leave is at the employee's discretion); or
3. Take the day as unpaid.

All such time as noted in #2 must be reported in AESOP no later than 7:00 a.m. that day.

Licensed certified professional staff:

Shall not be required to report to work unless notified by his or her supervisor. Where and when possible, staff are encouraged as professionals to prepare prior to such potential closure by bringing work home with them.

Failure to report when attendance at work is required may result in disciplinary action.

Television: WBAY TV 2, WFRV TV 5, WLUK TV 11, and WGBA TV 26

Radio Stations: Call Letters and numbers: WHBY 1150 AM, WAPL 105.7 FM, WGEE 1360 AM, WIXX 101.1 FM, WNCY 100.3 FM, WKSZ 95.9 FM, WZOR 94.7 FM

Emergency Procedures

HOLD	LOCKDOWN	EVACUATION
Clear students from the hallway, check corridors and bathrooms	Clear students from hallway. Lock doors. Lights off.	Listen for announcement or directions to move to an announced designated area.
Lock doors. Continue with class instruction as usual.	Sit on floor. Move students away from doors and windows.	Escort students to the designated area. Turn lights off and close door.
RELEASE NO ONE. Ignore bells. Do not allow students to leave.	Take attendance. Be aware of who is present and who is absent.	Take attendance. Be aware of who is present and who is absent.
Do not call office.	Maintain silence.	RELEASE NO ONE.
Staff not assigned to students at this time remain where you are.	RELEASE NO ONE. Ignore bells. Do not allow students to leave or enter.	Staff not assigned to students should report to the designated area also.
Wait for "All Clear" signal to be given.	Do not call office.	Remain in designated area until further directions are given by school or emergency personnel.
	Staff not assigned to students remain where you are.	
	Stay put until your classroom is cleared or evacuated by school or emergency personnel.	

KAUKAUNA AREA SCHOOL DISTRICT EMERGENCY INFORMATION

Employee Assistance Program

The Kaukauna Area School District offers its employees an Employee Assistance Program through ThedaCare Workplace Solutions to provide assistance in the following areas: Emotional, Marital/Family, Stress Management, Substance Abuse, Parenting, and for Information or Referral Services. For confidential assistance please call: 920-749-2390 or 800-236-3666.

Employee Harassment and Bullying Prohibited

The Kaukauna Area School District is committed to fair and equal employee opportunity for every person regardless of race, religion, color, national origin, sex or sexual orientation, disability, or any other factor outlined in state and federal nondiscrimination laws. The District also seeks to provide a respectful work environment that is free from harassment and bullying. Harassment and bullying is a form of misconduct that undermines the integrity of the District's employment relationships and is strictly prohibited.

A. Definitions

1. **Bullying:** includes but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name-calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying, and similar activities.
2. **Harassment:** Behavior toward an individual based, in whole or in part, on a person's sex, race, religion, national origin, color, ancestry, creed, pregnancy, marital status, sexual orientation, disability, age or other protected status which has the purpose or effect of:
 - a. Creating an intimidating, hostile or offensive work environment;
 - b. Interfering with a person's work performance; or
 - c. Otherwise, adversely affecting a person's employment opportunities.

Harassment can occur as a result of a single incident or a pattern of behavior.

3. **Sexual Harassment:** Any unsolicited and unwelcome sexual advances, request for sexual favors or other sexual conduct, either verbal or physical, directed at a person of the same or opposite gender as the harasser when:
 - a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's employment or advancement;
 - b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions;
 - c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment

Examples of prohibited sexual harassment include, but are not limited to, the following: lewd or sexually suggestive comments; sexual flirtations; touching; advances or propositions; off-color language or jokes of a sexual nature; slurs and any other verbal, graphic or physical conduct relating to an individual's gender; any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos or cartoons.

B. Harassment and Bullying Prohibited

All employees are responsible for ensuring that harassment and bullying do not occur and for reporting alleged harassment or bullying. An employee who believes he/she has been subjected to harassment or bullying by anyone, including supervisors, co-workers, students, or Board members, shall immediately report it in accordance with the District's employment and discrimination harassment and bullying complaint procedures. Any employee who is aware of harassment/bullying, whether or not that employee is a victim of same, also has an obligation to report it. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Identities of the parties involved shall be kept confidential to the extent possible, consistent with legal requirements and District policy. No one shall attempt to restrain, interfere with, coerce, or take reprisal action against a complainant or witnesses during or after the presentation, processing, and resolution of a complaint.

Any employee who violates this policy is subject to disciplinary action up to and including discharge. Disciplinary action against an employee shall be in accordance with applicable state and federal law, administrative rules, District policy and the Staff Handbook. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violations of this policy will likewise be subject to disciplinary action, up to and including discharge.

A. Complaint Procedure

Any employee who believes that the Kaukauna Area School District has violated the District's equal employment opportunity employment policy or in some way has violated applicable nondiscrimination laws or believes that he or she has been subject to bullying, harassment or sexual harassment, may bring forward a complaint as outlined below. If the complaint involves alleged improper behavior by the designated person to whom the complaint is to be filed, the complaint should be filed with the next highest authority listed in the procedure.

1. Any person who believes he/she has a valid basis for complaint shall complete and sign the District's Discrimination Harassment and Bullying Complaint Form and submit it to Director of Legal Services and Human Resources. Upon receiving the complaint from, the Director of Legal Services and Human Resources shall investigate the alleged discrimination and make a written decision regarding the complaint.
 - a. If the Director of Legal Services and Human Resources determines the District is in compliance with the Districts equal opportunity employment policy and applicable nondiscrimination laws, and bullying and harassment policy, the

Director of Legal Services and Human Resources shall state the reason in writing to the complainant.

- b. If the Director of Legal Services and Human Resources finds cause to believe that the District is discriminating in violation of the District's equal employment opportunity policy, applicable non-discrimination laws or harassment and bullying policy, the Director of Legal Services and Human Resources shall advise the District Administrator of the actions that need to be taken to bring the District into compliance and inform the complainant in writing of the District's decision regarding the complaint.
2. If the complainant is not satisfied with the decision made regarding the complaint, he/she may appeal the decision in writing to the District Administrator. The District Administrator shall arrange a meeting to discuss the complaint. Following further study of the complaint and related information, the District Administrator shall make his/her decision regarding the complaint and inform the complainant in writing of that decision.
 3. If the complainant is not satisfied with the decision made by the District Administrator he/she may appeal the complaint in writing to the School Board. The Board shall consider the complaint at its next scheduled meeting at which time the complainant shall have the right to present his/her position to the Board. After the meeting, the Board shall advise the complainant in writing of the action taken with regard to the complaint.

Nothing in these procedures shall preclude persons from filing a complaint directly, or on appeal, with designated agencies as authorized by the state and federal law (*e.g.*, U.S. Office of Civil Rights-Region V, State Superintendent of Public Instruction, Equal Rights Division of the Department of Workforce Development) and/or with courts having proper jurisdiction.

D. Maintenance of Complaint Records

Records shall be kept of all employment discrimination, harassment and bullying complaints for the purpose of documenting compliance and past practices. The records shall include information on all levels of the complaint and any appeals as well as:

1. The name and address of the complainant and his/her title or status;
2. The date the complaint was filed;
3. The specific allegation made and any corrective action requested by the complainant;
4. The name and address of the respondents;
5. The levels of processing followed, and the resolution, date and decision-making authority at each level;
6. A summary of facts and evidence presented by each party involved.
7. A determination of the facts, statement of the final resolution, and the nature and date(s) of any correction or remedial action taken.

Employee Leave

- A. Fiscal Year Employees: Full-time fiscal year employees shall be credited with seven (7) paid leave days each year on July 1. Part-time fiscal year employees shall be credited with paid leave days based on the percentage of time contracted to work during the fiscal year up to seven (7) paid leave days.
- B. School Year Employees: Full-time school year employees shall be credited with five (5) sick leave days and two (2) personal leave days each year on July 1. Part-time school year employees shall be credited with paid leave days based on the percentage of time contracted to work during the fiscal year up to five (5) sick leave days and two (2) personal leave days.
- C. Leave Usage
1. Sick, Personal and Paid Day Leave Usage
 - a. Employees may use up to their annually allocated sick, personal or paid leave days during that fiscal year.
 - b. Sick, personal and paid leave days must be used prior to utilizing accumulated leave.
 - c. No more than two (2) consecutive work days with a maximum of two (2) days per week and/or event may be used as sick, personal or paid leave days except for as specifically provided for by the Staff Handbook, health, Family and Medical Leave, or emergency reasons. For continuous leave with pay for more than two consecutive work days the district may require documentation of the health or emergency situation.
 - d. There will be no linking or combining of sick or personal leave days and vacation days. Employees who receive a vacation allocation may not extend a vacation with the use of sick or personal leave days except as specifically provided for by the Staff Handbook, or for health, Family and Medical Leave, or emergency reasons.
 - e. Leave may be utilized in 15 minute increments as provided for below.
 2. Personal and Paid Leave Usage:
 - a. The Kaukauna Area School District places strong emphasis and high priority on staff development, communication with parents and establishing relationships with our students. In an effort to maintain these philosophies, absences on staff development, conferences and the start/end of school year days will be closely and carefully evaluated. Personal and paid leave may not be used on certain days during the year as set forth below. Those days will be indicated on a calendar distributed to staff annually. Building level administrators, working with Human Resources may permit an exception to such exclusions(s) for unique circumstances.
 - 1) PROFESSIONAL DEVELOPMENT DAYS
 - Licensed Certified Professional Staff: Applies
 - Educational Assistants: Applies if asked to attend
 - Administrative Assistants: Applies
 - Custodial Maintenance: Applies if asked to attend

2) CONFERENCE DAYS

- Licensed Certified Professional Staff: Applies to the building level at which the employee works. For staff at multiple buildings/levels, arrangements to be made with principals.
- Educational Assistants: Applies
- Administrative Assistants: Applies
- Custodial Maintenance: Applies

3) START AND END OF THE SCHOOL YEAR

- Licensed Certified Professional Staff: Applies
- Educational Assistants: Applies
- Administrative Assistants: Applies
- Custodian Maintenance: Applies

b. Personal and paid leave may be utilized by an employee for the employee's specific reason. All such leave must be entered through Aesop and must provide the reason for such leave in making such request.

3. Sick Leave Usage:

- a. Sick leave may be utilized by an employee for the employee's own health related matters, the employee's immediate family member's health related matters or for Family and Medical Leave related matters.
- b. All such leave must be entered through Aesop and must provide the reason for such leave in making such request.

D. Usage of Leave in 15 Minute Increments Guidelines:

Employees shall make every effort to schedule personal appointments, non-school related business, during non-work hours.

Employees may request leave for greater than 15 minutes and less than 2 hour increments provided the following criteria and requirements are met:.

1. Requests for leave greater than 15 minutes and less than 2 hours shall be made in AESOP 48 hours prior to the day of the requested leave except in emergency circumstances.
2. Should the employee requesting leave in greater than 15 minute and less than 2 hour increments have a class or supervision assignment requiring coverage during such absence, the individual is required to make arrangements for coverage internally, from a qualified staff member.
 - i. The staff member's internal coverage arrangements must be entered into AESOP at the time of the absence request in the "notation" area of AESOP, including identifying whom will be covering the absence.
 - ii. If the individual is not able to obtain internal coverage for the absence, paid leave in 15 minute to 2 hour increments will not be permitted. An absence of greater than two hours would be permitted, so long as an external substitute accepted the assignment in Aesop.

- iii. Coverage of a staff member's class must be done by a qualified staff member for whom has not duties at such time. For example, it is not permissible to combine two classes for coverage.
3. The requesting individual's supervisor must approve the leave through Aesop, including approving the coverage arrangements for the student contact time. Should a request be denied, an employee would be permitted to request paid leave in greater than 2 hour increments, requesting external substitute coverage.
4. If the individual's coverage is not available for the scheduled absence, the requesting individual must arrange for back-up coverage or will be required to cancel such absence. All back-up coverage arrangements must be provided to the employee's supervisor and/or building administrative assistant in writing prior to the absence.
5. Where applicable, individuals will be required to follow the District's sign out procedure for such absences.
6. Failure to follow the above noted procedure may result in denial of such requests by the employee's supervisor.
7. The above requirement(s) may be waived on an individual basis by an administrator for emergency based reasons.

E. Leave Accumulation

Unused personal, sick or paid leave days will be converted to accumulated leave days annually on June 30. Such leave for full-time and part-time employees will accumulate to be utilized for family and medical leave absence and conversion to post employment benefits.

F. Sick Days and Long-term Disability

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 paid leave days or accumulated sick days.

G. Reporting Procedure - Doctor's Certificate

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

H. Holidays During Paid Leave

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

I. Bereavement Leave

This policy is intended to offer a measure of support to you when a loved one dies. It is not intended as an indication of grieving time that is needed, or as the only means of providing time away from the District in the event of loss.

1. Where applicable and in accordance with the specific parameters below, federal and state law and insurance policy guidelines, the following may be available to employees for purposes of bereavement leave:
 - a. Employee Leave
 - b. Accumulated Paid Leave
 - c. Unpaid Leave
 - d. Family and Medical Leave
 - e. Short Term Disability
2. Employees may use sick, personal and paid leave days for the purposes of bereavement leave unless specifically noted below.
3. Where an employee's requested bereavement leave falls on a day noted on the approved calendar to be a "starred" day, an employee may be permitted to use sick, personal and paid leave for such purposes. The District may request the employee to provide verification for such leave.
4. Bereavement Leave for purposes of the loss of a loved one may be permitted as follows:
 - a. Where the employee has used his or her annually allocated sick, personal and paid leave days during that fiscal year, upon approval from the employee's immediate supervisor and the Director of Legal Services and Human Resources, an employee may be permitted to use up to five days of accumulated leave for bereavement leave purposes for individuals identified above.
 - b. An employee may request an unpaid leave of absence from his or her immediate supervisor for bereavement leave purposes.
 - c. The District may require verification of the reason for such leave. Failure to provide such verification will result in denial of the leave and/or disciplinary action.
5. Employees are encouraged to consult with the Director of Legal Services and Human Resources regarding potential leave availability and options under the Family and Medical Leave Act or short term disability policies where applicable.

Bereavement Leave Request

Directions:

- This form is to be completed for bereavement leave requests.
- This form must be submitted to your building principal as soon as practicable who will forward it to Human Resources.
- All absences must be entered into the AESOP reporting system.
- Should verification be required, please attach verification of such absence to this form.

Employee Name: _____

Date Submitting Request: _____

Date(s) of requested bereavement leave: _____

Reason for leave: _____

Approved:

Denied:

Returned for more information:

Building principal

Date

Director of Human Resources and Legal Services

Date

Employment

Physical - The Board of Education requires any candidate as a condition of employment, to submit to an examination, including a test for tuberculosis, in order to determine the physical capacity to perform assigned duties.

Employment of Minors

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

Evaluation

It is the responsibility of the administration to establish the basis for staff member evaluation.

1. The evaluation process for both new employees and continuing employees will follow the established timelines and procedures.
2. Observations of the work performance of a staff member shall be conducted openly, fairly and efficiently.
3. The staff member will acknowledge receipt and acceptance of evaluation components as required by the adopted evaluation system.
4. A staff member who is not performing satisfactorily shall be notified in writing by the supervisor as soon as this inadequacy becomes evident to the District.

Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator. The District will provide the employees with their placement within the supervision and evaluation rotation cycle annually. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

Evaluation Process

Basic Requirements

1. New employees:
 - A. A new employee shall be formally evaluated annually for the first three years of employment.
 - B. A minimum of two observations of new employees shall be conducted. The first observation must be completed during the first grading period. The second observation shall be completed by January 15.
 - C. Employees may be required to report goals to their immediate supervisor.

2. Continuing Employees:
 - A. A continuing employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
 - B. A minimum of two observations of continuing employees shall be conducted. The first observation shall be conducted no later than January 15. The second observation must be completed by May 1.
 - C. Employees may be required to report goals to their immediate supervisor.
3. Assistance, recommendations and directions may, at the discretion of the District, be provided to each staff member in an attempt to correct professional difficulties observed.

Acknowledgement of Receipt and Response: The staff member shall acknowledge receipt of all documents related to supervision and evaluation. The staff member shall have the right to attach comments or remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing.

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, sick leave request, student records, tax withholding forms and work reports.

Family and Medical Leave Act

This is a brief summary of the terms and conditions of the Family and Medical Leave Act (FMLA). If you have any questions or wish to utilize leave for which you may be eligible, please contact the Human Resource Department. You will be required to pay your portion of the cost of your benefits to maintain coverage while on FMLA. Please note that periods of Short-Term Disability will be applied against any annual FMLA for which you are eligible.

Kaukauna Area School District administers an eligible employee's 12 weeks of FMLA on a Calendar Year basis.

Your Rights Under the Family and Medical Leave Act of 1993: FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking: Unpaid leave must be granted for *any* of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;

- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee’s job;
- To care for an injured military service member; or
- To deal with “any qualifying exigency” arising from a military call to duty.

At the employee or employer’s option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

Job Benefits and Protection: For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Flexible Spending Account

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

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

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

Furloughs

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

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

Gifts and Gratuities

No school employee or official of the Kaukauna Area School District shall receive or offer to receive, either directly or indirectly, any gift, gratuity, or anything of value which they are not authorized to receive from any person, if such person:

- 1. has or is seeking to obtain contractual or other business or financial relationships with the school district or the Board of Education;
- 2. conducts operations or activities which are regulated by the school district or the Board;
or
- 3. has interests which may be substantially affected by the school district or the Board.

The receipt of any gift, gratuity, or anything of value as denoted above is contrary to the public policy of the district and the Board.

Grievance Procedure

The purpose of this policy is to implement the grievance procedure mandated by Wis. Stat. § 66.0509(1m).

ABILITY TO ONLY GRIEVE DISCIPLINE, TERMINATION AND WORKPLACE SAFETY

The purpose of this Section is to provide for 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.

It is the policy of the Kaukauna Area School District to comply with all federal, state, and local workplace safety laws and regulations and not to retaliate against any employee who complains for any violation of these provisions.

- A. Grievance: A “grievance” is defined as any complaint that arises concerning discipline, termination or workplace safety.

- B. Grievant: A “grievant” may be any employee or group of employees.
- C. Day: The term “days” as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated. 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.
- D. Discipline: “Discipline” is defined as an oral reprimand (where a written record of the reprimand is placed in an employee’s file), written reprimand, suspension and demotion. Discipline does not include performance reviews, work plans, performance plans or corrective actions that do not include a reprimand or other adverse employment action.
- E. Termination: “Termination” is defined as discharge from employment. Non-renewals and/or layoffs (reduction in force) do not constitute a “termination.”
- F. Workplace safety: “Workplace safety” is defined as those conditions that relate to physical health and safety of employee(s) enforceable under federal or state law or District rule or policy 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.

For purposes of a grievance concerning workplace safety, the following provisions shall apply:

1. A grievance can be filed only if the safety of at least one employee is involved (as opposed to the safety of students or visitors.)
2. The issue must concern the safety of a person (*e.g.*, not the safety of one’s vehicle or other personal possession.)
3. The grievance must be filed by the affected employee(s) (*e.g.*, one employee may not file on behalf of another where such employee is not affected.)
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

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

Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated

through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer in writing within ten (10) days. If the matter cannot be resolved or if no answer is provided in the stated timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. A grievance shall be filed in accordance with the Grievance Form included in the *Handbook*. The written grievance shall include:

1. The name or names of the grievant;
2. The facts upon which the grievance is based;
3. The issue(s) involved;
4. The date the alleged incident or violation took place;
5. The *Handbook* provision or policy alleged to be violated;
6. The relief sought; and
7. The signature of the grievant and date of such filing.

The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. The immediate supervisor shall notify the grievant and/or his or her representative (where applicable) that he or she is conducting an investigation when it is the case that the supervisor will be unable to provide a written answer in the ten (10) day time period. If the matter cannot be resolved or if no answer is provided in the stated timeframe (absent an investigation by the supervisor), the grievant(s) may file an appeal to the District Administrator.

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

Step Three - Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator or his or her designee shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator or his or her designee shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. Where further investigation is warranted, the District Administrator or his or her designee shall inform the employee or the employee's designated representative (where applicable) as such. The District Administrator or his or her designee shall indicate in writing the disposition of the

grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the stated timeframe (absent an investigation by the District Administrator or his or her designee), the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator or his or her designee, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an Impartial Hearing Officer ("IHO").

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the 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 will have the authority to administer oaths, issue subpoenas at the request of the parties, and determine whether a transcript is necessary.

The District shall provide all relevant documents to the employee and/or his or her designated representative, including all documents relied upon in making its decision, at least fifteen (15) days in advance of the hearing. The parties shall exchange witness lists in advance of the hearing to expedite the hearing unless mutually agreed otherwise. The IHO may require the parties to submit grievance documents prior to the hearing to expedite the matter.

At the hearing, the employee and the District shall have the right to (1) have representation; (2) call witnesses; (3) submit documents; and (4) provide testimony. The burden of proof in such hearings shall be "a preponderance of the evidence."

In termination and discipline cases, the District shall have the burden of proof. In such matters, the hearing examiner shall determine whether the District's decision was arbitrary and capricious by determining whether (1) the District has shown that the employee committed the offense(s) as alleged, and (2) if so, whether the level of discipline was appropriate.

In workplace safety cases, the employee shall have the burden of proof. In such matters, the hearing examiner shall determine whether the employee has shown that the District's actions violate workplace safety laws, District rules or policies or otherwise adversely affect the workplace health and safety of employees.

The IHO may request oral or written arguments and replies at the conclusion of the hearing. The IHO shall provide the parties a written decision of the matter. In making such decision, the IHO may only consider the matter presented in the initial grievance filed by the employee(s). The IHO shall have the authority to fashion the appropriate remedy but 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.

The decision of the IHO shall be final, subject to state and federal law, unless either party chooses to appeal the decision to the Board of Education in Step 5 of this procedure.

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the Board of Education within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal the IHO's decision to the Board. The Board shall review any record from the hearing, and then present a written response to the parties within fifteen (15) days of receipt of the appeal. A majority of the full Board members shall decide the appeal. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Any grievant may be represented at all stages of the grievance procedure by a representative of his/her own choosing at their personal expense.

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

This procedure constitutes the exclusive process for the redress of any employee grievance 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.

Kaukauna Area School District
Grievance Form

Name or Names of Grievant: _____

Grievant(s) Immediate Supervisor: _____

Date of Alleged Incident or Violation: _____

Reason for Grievance (check one):

_____ Termination

_____ Discipline

_____ Workplace Safety

Handbook Provision or Policy Alleged to Have Been Violated:

Describe the facts upon which the grievance is based. Please use additional space if necessary.

Based on the facts as alleged above, how has the handbook provision or policy been violated? Please use additional space if necessary.

Remedy being requested. Please use additional space if necessary.

Signature of Grievant or Representative of Grievant(s)

Date

Received By

Date

Holidays

Holidays Defined: A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full-time fiscal year

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	New Years Eve

B. Employees working a part-time fiscal year, but at least 1560 hours up to 2079 hours

January 1	Memorial Day (Federal)
Good Friday	Thanksgiving Day
Labor Day	December 24
Day after Thanksgiving Day	New Years Eve
December 25	

Fiscal year employees working less than 1560 hours shall not work on holidays and will receive no compensation.

Employees on leave of absence shall not be eligible for holiday pay if the holiday falls within the absence period.

Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.

Hours of Work - Normal

Certified Staff:

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.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time Certified Staff employees are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period as required by law.

The District recognizes that Certified Staff regularly work additional hours outside of the “normal” workday, or on weekends, to complete their professional responsibilities. As a result of this additional work, the District recognizes the need to provide Certified Staff with flexible “professional work hours.” Therefore, the core Certified Staff workday will be 7 and ½ hours from 7:30 a.m. to 3:30 p.m. Although Certified Staff are still expected to perform a minimum of 40 hours per week, Certified Staff have the flexibility of performing a portion of their 40 hours outside of their building.

Certified staff will continue to attend administratively called and other necessary meetings that fall outside of the core starting and ending times, which include, but are not limited to the following:

- a. In-service meetings
- b. Parent teacher or student teacher conferences
- c. Open houses
- d. Awards nights and graduations
- e. IEP meetings
- f. Meetings determined to be of professional importance, extraordinary, or in the case of an emergency situation
- g. Faculty meetings

Building principals may permit Certified Staff to adjust their schedules on rare occasions for pressing personal matters such as appointments, emergencies, etc., that occur outside of the student day. Certified Staff may not work through their 30-minute duty-free lunch period as required by law.

Non-Certified Staff:

Support Staff schedules and daily hours will be determined on an individual basis according to their position within the district.

Full-time fiscal year Custodial/Maintenance employees will be scheduled to work forty (40) hours per week.

Building principals may permit Non-Certified employees to adjust their schedules on appropriate occasion for pressing personal matters such as appointments, emergencies, etc., that occur during their scheduled work hours if the employee is able to work all of their scheduled hours for that day in the time frame of that day. On such rare occasions, an employee may be permitted to report to work early and leave early or report to work late and leave late, but employees may not work through the 30-minute duty-free lunch period.

Hours of Work – Early Release

Where the calendar provides for a full work day prior to a holiday or otherwise designated day, the District Administrator or his or her designee will have the authority to release both certified and non-certified staff as early as 3:30 p.m. This shall apply to those employees who work until 3:30 p.m. or later. Staff whose hours of work end prior to 3:30 p.m. would not be released earlier than 3:30 p.m. The following days may be considered for early release:

1. Day before Thanksgiving recess
2. Day before winter recess
3. Day before spring recess
4. Day before Memorial Day recess

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.

Insurance

A. Eligibility

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least fifty one percent of full-time equivalency (51%) is eligible to participate in the District's insurance. Full-time equivalency is defined as one thousand four hundred ninety-six (1496) hours per year (8 hours per day x 187 day contract). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited to the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are fifty (50%) percent or less of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Pro-ration of District Contributions:** An employee whose individual contract has an assignment of at least fifty one percent (51%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. coverage under one family plan; or
 - b. Two single plans

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of June 30.

C. Premium Contributions:

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the district shall pay no more than 80.0% of the single premium of the lowest cost insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay no more than 80.0% of the family premium of the lowest cost insurance plan. Employees shall be responsible for the remaining portion of the premium.
3. **Personal Health Assessment (PHA) Incentive:** Employees selecting single or family health insurance coverage will be eligible to receive a reduction of 7.4% in their required premium contributions (i.e., the District would pay 87.4% instead of 80%) if the employee (single plan) or both the employee and spouse (family plan) complete the components of the Personal Health Assessment as required by the District. These requirements would include the PHA blood tests as well as completion of the medical questionnaire. Individual results would not be shared with the District; however, aggregate data of the insured population would be shared with the District for purposes of planning and coordinating its District-wide wellness program.

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

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

Life Insurance: All eligible employees for which this document applies shall be covered by term life insurance equal to one (1) times the employee's annual contract salary rounded to the next highest one thousand dollars (\$1,000) unless a waiver is signed by the employee. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Long Term Disability: Long term disability insurance will be made available at no cost to all eligible full time employees. For full time employees covered by long term disability insurance, District payment of sick leave will terminate upon eligibility for payment under such insurance and any accumulated unused sick leave will be credited to the full day employee upon return. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Worker's Compensation: Any employee who is injured in the line of duty shall receive such compensation as prescribed by the Worker's Compensation Laws of the State of Wisconsin. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Liability Insurance: Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance

policy upon request. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Long-Term Care Insurance: The Board shall provide long-term care insurance to eligible employees at the employees' expense. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Short-Term Disability: The Board shall provide short-term disability insurance to eligible employees at the employees' expense. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Change of Carrier: The Employer may from time to time change the insurance carrier or self-fund benefits if it elects to do so and nothing herein shall obligate the Board to do anything other than pay the premium.

No Claim: No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of coverage because said employee does not qualify for or choose to take an insurance plan.

Duration of Benefits: Insurance coverage for eligible employees shall be from July 1 to June 30. Eligible employees, who are laid-off, discharged or who resign shall have their insurance coverage terminated on the last day of the month in which such discharge or resignation occurs.

Investigations

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. (*Garrity v. New Jersey*, 385 U.S. 493 (1967)).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

Job Descriptions

Job Descriptions for all positions within the Kaukauna Area School District shall be maintained by the District Administrator or his or her designee and available to employees upon request.

Job Share

Job sharing is a voluntary program providing two staff members the opportunity to share an existing full-time equivalent position if all of the following eligibility requirements are met. No job share shall significantly limit the quality or continuity of the district's educational programs.

Participant Eligibility to Job Share: All of the following criteria must be met in order for an individual to be eligible to job share an existing full-time position.

1. Applicants must be certified for the subject(s) and grade level(s) involved in the shared position at the time the position would commence.
2. Applicants must have received an overall "Effective" or "Distinguished" ranking in his or her most recent evaluation by the District.
3. Applicants must be in good standing and may not be on a performance improvement plan or similar type process.

Job Share Structure:

1. There shall be a limit of four (4) total shared positions at high school, three (3) total shared positions at the middle school, two (2) total shared positions at each elementary school.
2. There shall also be a limit of one (1) shared position per department at the high school, one (1) shared position per grade level at the intermediate/middle school, and one (1) shared position per grade level in each elementary building.
3. If more applications are made for job share arrangements than allowed, the District shall determine which job share arrangement(s) shall be permitted based on the educational needs of the Districts, building and students potentially served by such arrangement.

Application:

1. Interested job share participants must apply as a team by February 1 of the year prior to the commencement of the job share arrangement.
2. Application shall be made to Human Resources.
3. The application must demonstrate:
 - a. Such job share arrangement is consistent with the District's Mission and Vision Statements and Guiding Principles.
 - b. Such job share arrangement does not significantly limit the quality or continuity of the district's educational program.
 - c. Such job share arrangement is supported by the building level administrator for which such arrangement would be located.
 - d. The specific percentage allotment requested for each job share participant.
4. Board approval of any shared position is necessary.

Employment in Job Share Position:

1. Each participant in the job share arrangement shall be compensated his/her individual salary pro-rated on the basis of the individual percent of the contract.
2. Participants in the job share position shall be eligible to participate in District provided benefits in accordance with the eligibility requirements of the Insurance provisions provided in the Staff Handbook.

3. Participants in the job share arrangement are required to participate in all in-service days, professional development days, building, grade, department, team and district level meetings in accordance with any and all requirements including but not limited to the Meetings provision of the Staff Handbook.
4. The participants in the shared position may determine the manner in which the position will be shared, subject to the approval of the building level administrator and District Administrator or his or her designee.
 - a. In the event that the position is shared on the basis of AM/PM, there shall be a 20 minute overlap in the participants' daily schedule to allow for coordination.
 - b. Any other time necessary to coordinate the responsibilities of the position shall be on the participants' time, not the District's time.
5. Both participants in the job share arrangement shall prepare for and attend all parent conferences and will work together on the grades, report cards, and/or progress reports for any shared students.
6. Participants in the shared position are encouraged to substitute for each other whenever feasible on a short term basis. Long term substituting may be required by the District. Payment for such substituting will be at the District's established substitute rate.
7. Hours worked beyond those set forth in the individual participant's individual contract shall not be used to determine insurance eligibility or insurance contributions.
8. Years of Service for job share participants shall accrue in accordance with the Staff Handbook.

Annual Review of Job Shared Positions

1. Job-shared positions shall be reviewed annually by the participating individuals, building principal and District Administrator or his or her designee.
2. The decision to continue the job share arrangement shall be made by February 1 unless one of the participants becomes unable to continue in such arrangement at a later time.
3. Each participant agrees to return to full-time status in the event that the shared position is discontinued or if one of the participants in the job share is laid off, non-renewed, discharged, resigns, goes on leave, or does not wish to continue or is unable to continue in a shared position and the remaining participant is unable to find a qualified replacement for such arrangement.
4. The District shall determine based on the best interests of the District which participant shall be given the opportunity to stay in the full-time position as a full-time employee if the jobs sharing arrangement is discontinued.

Return to Full-Time Status

1. Each participant in the shared position may voluntarily return to full-time status only when a vacancy occurs for which the participant wishing to discontinue the job share is certified and qualified for unless the job share arrangement is eliminated as noted above.

Jury Duty

Any employee required to serve jury duty or answer a subpoena will receive full pay for up to five (5) working days based on the employees current salary, and any compensation received by him/her with respect to serving of jury duty, except for mileage, shall be provided within seven

days of receipt to the District. This leave will not be deducted from the employee's accumulated paid leave.

Layoff

In the event that layoffs or reduction of hours becomes necessary as determined by the Board of Education;

Individual employees shall be selected for full or partial layoff in accordance with the following steps:

Grade Levels/Departments area for the purpose of this section shall be defined as:

1. 4K-5K – Teachers from all buildings will be considered, not just the building in which the layoff is necessary.
 2. Elementary 1-6 – Teachers from all buildings will be considered, not just the building in which the layoff is necessary.
 3. Secondary 7-12 – Teachers will be considered for layoff from the department in which the layoff is deemed necessary.
 4. Departments: The term “department” shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, music, art, physical education, library, etc. No restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
 5. Special Education
 6. Pupil Services
 7. Maintenance
 8. Administrative Assistants
 9. Educational Assistants
 10. Information Technology
- A. Step One – Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two – Voluntary Layoff: Volunteers will be laid off second. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees and an employee who volunteers to be laid off under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the area are qualified to perform the remaining work.
- C. Step Three - The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:

1. Educational Needs of the District: Will be those needs as identified and determined by the administration through normal channels in accord with its constituted authority.
2. Qualifications as Established by the Board: Including, but not limited to specific skills, certification (if applicable), training, District evaluations, etc.
3. Qualifications of the Remaining Employees in the Affected Job Category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
4. Length of Service of the Employee:
 - a. Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - b. Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who has more service shall be determined by the District using such factors as the date the employee(s) signed his/her individual contract or by lot.
 - c. Length of Service List: The District will annually produce a length of service list by September 1. Employees will raise any questions to the proposed length of service list by September 7.
5. The District will make the final determination on all lay offs.

Rights upon Layoff:

In the event an employee is placed in layoff status in accordance with the above provisions, the following shall apply:

1. An employee on layoff may be recalled to a full-time or less than full-time position for which he/she is qualified for at the time of the recall.
2. Employees on layoff status shall retain recall rights for a period of thirty (30) days following the date in which the layoff occurred.
3. In the event the employee declines recall to an assignment for which he or she is qualified for at the time of the recall shall have forfeited the right to recall and/or continuation of any and all layoff benefits.

Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. 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 authority to teach terminates. Employees shall maintain the licenses that are in effect upon hire.

Lunch

Each full-time employee is entitled to thirty (30) consecutive minutes or more of duty free unpaid lunch hour. The employee's supervisor will establish when the lunch period will occur.

Lunch Accounts

Staff may purchase a lunch in one of two ways. At the middle and high school level you may pay for a lunch as you go through the lunch line, or you may take advantage of the automated lunch accounting system. Elementary level certified staff and staff may only access lunch with an automated lunch account. Please contact food services if you would like to set up an account.

Maintenance/Cleaning

Certified staff and staff are expected to keep their rooms organized for ease in cleaning purposes. Report irregularities or needs immediately so minor problems do not become major problems. Staff can do a great deal in assisting with good housekeeping by giving practical supervision to students and by keeping their own room or workplace clear of random clutter.

Maintenance or Cleaning Requests

Employees are able to go to the district website and request maintenance or cleaning that is not part of the daily schedule. Log on to the Staff Page and choose either 'Create Maintenance Ticket' or 'BSG Cleaning Online'. Follow the instructions that are listed.

Management Rights

The School Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Wisconsin and of the United States. These rights include, but are not limited to:

1. to direct all operations of the school system, its properties, and facilities;
2. to establish work rules and schedules of work;
3. to hire, promote, transfer, schedule and assign employees in positions within the system;
4. to suspend, demote, discharge or take other disciplinary action against employees;
5. to relieve employees from their duties because of lack of work or any other reason not prohibited by law;
6. to maintain efficiency of school system operations;
7. to reduce hours;

8. to take whatever action is necessary to comply with State and Federal law; or to comply with state or federal court or agency decisions or orders.
9. to introduce new or improved methods or facilities;
10. to contract out for goods or services;
11. to determine the methods, means and personnel by which the school system operations are to be conducted;
12. to take whatever action is necessary to carry out the functions of the school system in situations of an emergency;
13. to determine the educational policies of the district;
14. to select employees, establish quality standards and evaluate employee performance.

Meetings

Staff Meetings: Staff are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Staff who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: Staff are required to attend individual educational plans teams, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times and are required to attend such events regardless of the date, time or duration of said meetings. Staff who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Merit Pay

At the discretion of the Board of Education, merit pay may be awarded to individual employees.

Military Leave

The Kaukauna Area School District will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available accrued paid time off, such as vacation or sick leave, 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 you are otherwise eligible.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USSERA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed. If you have questions about military leave, contact the Human Resources Department for more information.

Nepotism

Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

Operators of District Vehicles, Mobile Equipment and Persons Who Receive a Travel Allowance

- A. Licensure: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must provide proof of a valid driver's license.

- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the Business Manager. 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 vehicle or personal vehicle.

- C. Mileage Reimbursement: Employees required to drive their personal vehicle will be reimbursed at the IRS rate. The employee's personal insurance shall serve as the first level of coverage.

Outside Employment

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

Overtime

Eligibility

Staff eligible for overtime pay shall be paid one and one-half (1½) times the hourly rate earned on the regular salary schedule for all hours worked over forty (40) hours per week. All overtime must be preapproved by the employee's supervisor.

Compensatory Time

By mutual agreement between the employee and the District, for non-exempt employees as defined by the Fair Labor Standards Act, compensatory time shall be granted in lieu of overtime pay subject to the requirements of the Fair Labor Standards Act. Employees wanting to earn

compensatory time in lieu of payment shall be required to enter into such written agreement with the District prior to earning compensatory time.

Compensatory time earned between July 1 and December 31 must be used prior to December 31 of that same calendar year. Compensatory time earned between January 1 and June 30 must be used prior June 30 of that same calendar year. For example, compensatory time earned on February 1, 2012 must be used by June 30, 2012. All compensatory time remaining in an employee's compensatory leave banks by December 31 or June 30 will be paid out to the employee at the employee's current hourly rate.

An employee shall be permitted to use such time subsequent to the request if the granting of such request does not "unduly disrupt" the operations of the District. Mere inconvenience is not considered to be unduly disruptive. However, a request to use compensatory time at the beginning of an academic quarter or semester, or the use of such time during a period prior to the start of the school year may be unduly disruptive regardless of when the request is made.

Pursuant to 29 C.F.R. § 778.419 (1994), any staff member who is employed in a full time job (40 hours per week) and who also does the identical work in overtime hours will be paid overtime based upon the normal base rate for the type of work done in the full-time job. An employee employed in a less than full time job who does the identical work in overtime hours (more than 40 hours per week) will be paid overtime based upon the normal base rate for the type of work done in the primary less-than full-time job.

Where an employee has two different jobs, or works for more than one hourly rate, the following will control:

- A. Any non-exempt, hourly employee who is employed in a full time job (40 hours per week) for the District and who also does separate, unrelated work for the District with duties that are separate and unrelated to the employee's primary employment will be paid overtime based upon the second job's rate that is in effect for the work as if it were being done during non-overtime hours.

For example, if a District employee's primary job is an Administrative Assistant and is being paid \$15.00 per hour and occasionally works as a ticket taker for sporting events for \$10.00 per hour, all overtime pay for work after 40 hours per week will be based upon the base rate of \$10.00 per hour, since that rate is the rate in effect during overtime hours.

- B. Any employee who works a primary job for less than 40 hours per week but who, due to performing two District jobs with different rates of pay, accumulates more than 40 hours per week, will have his or her primary job's hours accumulate first, up to 40 hours per week. The secondary job will then supplement the primary job's hours up to and beyond 40 hours per week. The secondary job's rate of pay therefore will determine the base rate for all overtime calculations.

For example, if a District employee's primary job is as an Educational Assistant and works for 30 hours per week at \$12.00 per hour, and also works for the District as a score keeper at athletic events at \$10.00 per hour, the employee will be paid \$12.00 per hour for the first 30 hours, \$10 per hour for the next 10 hours (the 30 hours plus the 10 hours add up to 40 hours) and \$15.00 per hour for the last 10 hours per week.

All such overtime as illustrated above in (A) and (B) will be paid by the "secondary employer," since overtime hours are defined as those beyond 40 hours per week.

Employees will be required to complete District provided timesheets in the performance of such work. In completing such timesheets, the employee acknowledges that he or she has read and understands the Overtime Policy, as well as the procedures explained above. In agreeing to perform such secondary work for the District, the employee voluntarily accepts the employment at the rate indicated in this policy. The additional employment shall not interfere with the employee's primary assignment.

Payroll

A. School Year Employees:

1. **Certified Staff:** Certified staff employees scheduled to work the school year will have the option to be paid in 24 equal semi-monthly installments or to be paid in 21 equal semi-monthly installments from August 31 through June 30. Staff choosing to be paid in 24 installments must provide signed notice of their intent on or before the close of business on the second Friday in May. Staff who fail to submit their notice by the aforementioned deadline will be paid in 21 equal installments with final payment no later than 30 days after the completion of the school year. All school year employees covered under this provision shall have their wages based upon the number of hours worked per day, annual number of days worked and current wage/salary rate in accordance with the District-approved format.
2. **Educational Assistants/Interpreters:** Educational Assistants and Interpreters will complete a time card based on identified payroll dates.
3. **Administrative Assistants:** Administrative Assistants scheduled to work during the school year only will be paid beginning August 31st. Payroll will annualized based on the number of hours worked per day, annual number of days worked, and current wage/salary rate in accordance with the District-approved format. Administrative Assistants working during the school year will receive their final payroll allocation on June 30th.

B. **Fiscal Year Employees:** All employees scheduled to work the calendar year will be placed on the District payroll cycle.

C. The payroll dates shall be the 15th and the last day of each month. If the 15th or last day of the month fall on a weekend or bank holiday, the payroll date will be the preceding day. The first pay date of the school year for school year employees will be the last day of August.

- D. All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating all time off information.

Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Monday until 11:59 p.m. the following Sunday.
- C. Pay Period: The pay periods shall begin on the 1st and 16th of each month and shall be comprised in the following fashion: 1st through 15th is one pay period and 16th through the end of the month is the other pay period.

Personal Calls

District phones are only intended to be used for school business. It is recognized, however, that it is impractical to limit the use of the phone to 100% school business use. Therefore, personal use is not prohibited, but the District expects employees to exercise prudent judgment in keeping personal calls on district phones or personal cell phones to a minimum.

Personal Data Changes

It is important that the Kaukauna Area School District have certain personal information about you in our records. Employees need to notify the District as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information. We also need to have information about who to contact in case of an emergency. If you need to change your personal information or if you have questions about what information is required, contact the Human Resources Department.

Personal Property

The Kaukauna Area School District cannot be responsible for losses of personal property that is lost, damaged, or stolen. If you bring personal property/items/belongings into the District, you are responsible to keep track of them.

If you do bring personal property, you need to understand that it will not be covered under the District's insurance and because of limitations on personal homeowners' policies with business property away from the home premises, it may not be covered under your homeowner's coverage either.

Also, the Kaukauna Area School District prohibits any items on the premises or worksite that are sexually suggestive, offensive, or demeaning to specific individuals or groups, along with firearms or other weapons. Employees should understand that all personal property brought onto

the employer's premises may be inspected for purposes of enforcing the organization's policies. Employees should also understand that their supervisor has the right to direct the removal of personal property.

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property.
- B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

Personnel File

An employee shall have the right upon request to review the contents of their personnel file and to receive copies at the employee's expense of any documents contained therein. Requests must be made at least 24 hours in advance.

Personnel – Student Relations

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

Political Activity

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

- A. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of

solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

Post-Employment Benefits

Eligibility and Benefit Level

1. To access post-employment benefits, employees must be eligible to retire under Wisconsin Retirement System Provisions.
2. With twenty-five (25) years of service to the District, employees currently enrolled in the District's Health and Dental Insurance Plans will be eligible for three (3) years of health and dental insurance coverage. The District will pay the same percentage of insurance premium in effect at the employee's retirement provided the employee retires. These three (3) years of coverage begin upon retirement.
3. In addition employees who meet the requirement in number one may "convert" accumulated sick leave at the following conversion rate.

60 days of sick leave = 1 year of health and dental insurance
(5 sick leave days equal one month coverage)

Employees may convert the equivalent of 120 days of sick leave for up to two (2) years of paid health and dental at the same percentage of insurance premium in effect at the employee's retirement.

4. Employees on single insurance plans will not be eligible to convert to family plans when accessing this benefit.
5. Eligibility for these post-employment benefits will cease upon Medicare eligibility or expiration of benefit.

Preparation Time

Preparation time means that time during the day when the staff member works at his/her site(s) to prepare and enhance teaching and learning experiences, either individually or with colleagues, and makes student, staff and parent contacts.

Probation

Staff beginning employment shall be required to serve a three (3) year probationary period during which time the staff member may be terminated, suspended, or discharged at will.

Professional Appearance

You are "the face of the school district" to the individuals with whom you have contact and should present an appropriate and professional image to our school community and public. You are accountable for exercising good judgment in choosing proper attire that reflects professionalism.

Staff members are expected to be neat and professional in their dress. Monday through Thursday of each week, business casual is most appropriate dress. Administration is encouraged to

consider the work performed and other unique situations such as field trips when determining appropriate attire. Staff must get approval from the building administrators if they feel business casual would not be appropriate for their level or certain activity.

In addition to the above guidelines in effect Monday through Thursday, staff may be permitted to wear more relaxed attire on Fridays, including jeans. The overall look should be clean and appropriate and continue to reflect our professionalism. In the event that there is no school on Friday, there will be no causal day for that week.

Dress for “Spirit Days” or special occasion days will be at the discretion of the building administrator.

Administration will determine when personal protective clothing and gear must be worn.

Professional Development

All certified staff shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the certified staff member 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.

Representation

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

Requisitions and Budgeting

Individual school budgets are prepared throughout the school year. Careful analysis of your future needs is necessary based on current inventory, proposed curriculum changes, improvements in instruction, and enrollments in classes for next school year. Those budgets are then submitted to your principal according to individual building procedures.

Supplies and equipment ordering is done through approved vendors in accordance with business service procedures.

Resignation – Certified Staff

A. The certified staff's contract, which is part thereof, shall be considered binding on both parties for the duration of the school year. If for any reason certified staff asks for release from the contract, it is understood that the following conditions for release shall apply:

1. Certified staff must give the District written notice that they intend on severing their contract with the District as far in advance as possible but not less than sixty (60) days prior to the resignation.
2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation. Staff shall not be released from an individual contract pursuant to Wis. Stat. § 118.22 until such damages as set forth below are provided to the District. Should a certified staff member resign his or her employment, the following damages shall be assessed except as specifically noted herein:
 - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after June 16, but before July 15.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after July 15, but before August 15.
 - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after August 15.
3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to those who do not return their contracts by June 15.
4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation and prior to being released from his or her individual contract pursuant to Wis. Stat. § 118.22.

B. The Board in its discretion may waive the liquidated damages for the following reasons:

1. Employment transfer of spouse;
2. Illness of employee;
3. Other reasons as determined by the Board of Education.

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

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

Each certified staff contract will include the following wording: "The teacher's signature below specifically authorizes the deduction of such liquidated damages from the employee's remaining

paycheck(s) if the employee breaches said contract prior to the expiration date of this Agreement.”

Resignation - Support Staff

Employees who intend to leave the employment of the District shall provide the District Administrator with advance written notice of such intention at least thirty (30) calendar days before their last day of employment with the District.

Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b) investment vehicles (collectively referred to as an “Investment Vehicle”).
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 - 1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or
 - 2. After tax dollars (also known as “Roth” TSA contributions).
- C. Certified staff will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District’s plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program. Deductions must meet IRS 403(b) regulations.
- F. Effective July 1, 2011, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee’s paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.

G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.

H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.

I. Catch-Up Contributions

1. Documentation will only be required where the employee’s total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee’s TSA vendor within thirty (30) calendar days if requested by the District.
3. The District agrees to provide the employee, upon written request, with timely information available from the District’s records, which is necessary to enable the employee to make catch-up deferrals.

J. General:

1. The employee shall be permitted to change the TSA amount or vendor provided he/she provides the District with at least ten (10) business days notice prior to the payroll in which the change will take place. Stopping contributions must be in writing.
2. In no event shall the employee’s contribution exceed one hundred percent (100%) of the employee’s compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.
3. New loans from the TSA plan are not permitted.
4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from their salary. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
2. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
3. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee’s salary reduction funds.

The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

Safety

It is agreed that each employee shall be responsible for the cleanliness and proper care of school district equipment, and it is further agreed that all employees shall comply with the Employer's safety rules and regulations.

Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire

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

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

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed police officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.

Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

Salary Schedule

The basic salaries of employees covered by this Handbook are set forth in the Appendix which is attached to and incorporated in this Handbook.

- A. Part-time employees will receive the salary set forth in the Handbook in a percentage equal to the amount of their employment.
- B. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 - 1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate.
 - 2. The pro-rata daily rate divided by eight hours per day equals the pro-rata hourly rate.

Salary Schedule Placement - Initial

The Kaukauna Area School District will assign all employees to an initial salary or hourly rate.

Salary Step Movement after First Year of Employment

Employees beginning employment prior to the end of the first semester, who have provided satisfactory service, as determined by the District, will advance to the next step at the commencement of the ensuing contract year provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

- A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule. Credit will be given on the salary schedule for non-credit workshops, and other professional development items at the discretion of the Administration.
- B. Prior Approval: All credits intended to be used for salary schedule movement shall be approved by the District in advance of the enrollment in the course.
 - 1. Transfer from one "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials.
 - 2. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.
 - 3. Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by June 30.

- C. Timeline for submission for application to the salary schedule: When a staff member qualifies for movement on the salary schedule to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. Employees may only move one lane in any given year.

School Calendar

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

Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract,
- E. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so;
- F. the employee having been on layoff for twelve (12) consecutive months;
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

Special Education – Summer Initial Evaluations

Staff members who are required to participate in Initial Evaluations to determine student eligibility for special education services that are held outside of the District's Academic year, will be compensated at the staff member's per diem hourly rate

Staff Assignments, Vacancies and Transfers

Determination of Assignment: Staff will be assigned or transferred by the District Administrator of the District and/or his/her designee.

Assignment Preference Consideration: Staff may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a staff member wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee.

Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to determine and select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.

Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District will transfer an employee in the District.

Staff Training

Staff members required to attend training at times outside of normally scheduled working hours shall be compensated as per information in the Appendix.

Substitute Employees

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment:
 - 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
 - 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment one day ahead of time using the automated system.
 - 3. A substitute who wishes to cancel an assignment on the current date must inform the building administrative assistant by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.
- C. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- D. Long-Term Substitute Assignment: when a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day. Responsibilities of the long-term substitute shall be the same as the regular employee.
- E. Substitute Day: The substitute's length of service will be determined by the District.

- F. Substitute employees shall receive compensation for services rendered as determined by the District.
- G. Substitute employees are casual employees and therefore have no expectation of continued employment. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed from the substitute call list at the discretion of the District.
- H. All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.
- I. All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

Vacation

Vacation time may be taken by full-time fiscal year employees in full days or in shorter time blocks not less than one hour as arranged and preapproved with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking the time off. The District Administrator and/or their designee shall have the right to schedule vacations on a first come, first serve basis, as necessary to accomplish work objectives.

Wages

- A. The School Board shall be responsible for establishing wages and salaries.
- B. Continuing Education Compensation for Hourly Employees:
 - 1. Educational Assistants and Administrative Assistants who as of June 30, 2012, receive compensation pursuant to a Continuing Educational Schedule will remain at that level and continue to receive their applicable annual stipend as of June 30, 2012, so long as the individual remains in his or her applicable employee category.

For example, if an educational assistant was hired as an administrative assistant, that individual would no longer receive the continuing education compensation.
 - 2. No additional advances for Educational Assistants or Administrative Assistants will occur.
 - 3. Payment of the continuing education compensation stipend shall be the first payroll after January 1.

Wisconsin Retirement System

Wisconsin Retirement System (WRS) Contributions: The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements.

Worker's Compensation and Reporting Responsibilities

Any employee who is injured on the job shall report the injury to the Human Resource office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form available in the school office or the health room 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.

Work Spaces, Including Desks, Lockers, etc.

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

Work Stoppage

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

Appendix A - District Building Office Information

Kaukauna Area School District – Board of Education Office

1701 County Road CE
Kaukauna, WI 54130
(920) 766-6100

Kaukauna High School

1701 County Road CE
Kaukauna, WI 54130
(920) 766-6113

River View School

101 Oak Street
Kaukauna, WI 54130
(920) 766-6111

Victor Haen Elementary School

1130 Haen Drive
Kaukauna, WI 54130
(920) 766-6134

Park Community Charter School

509 Lawe Street
Kaukauna, WI 54130
(920) 766-6129

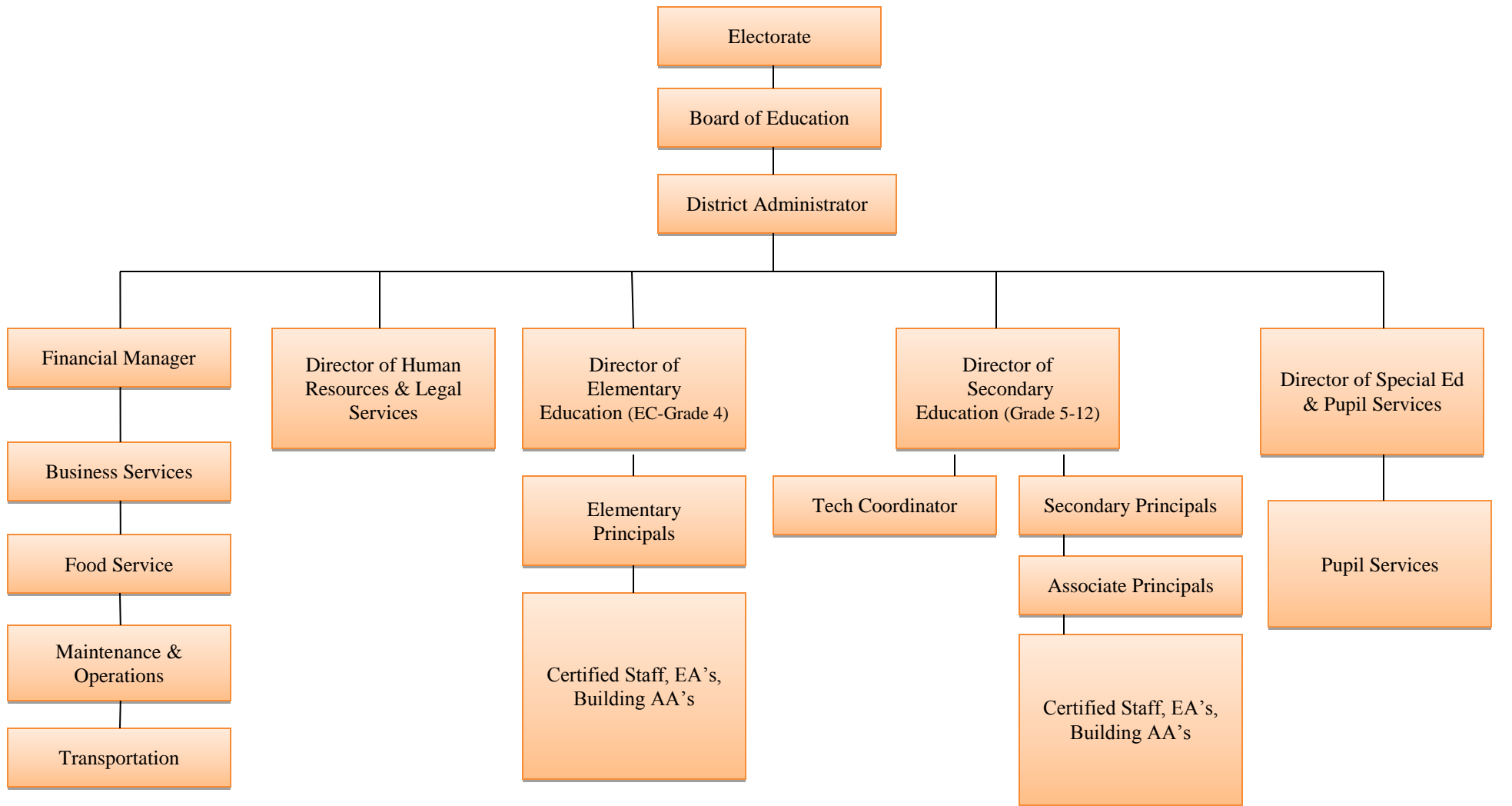
Electa Quinney Elementary School/ New Directions Learning Community Charter School

2601 Sullivan Avenue
Kaukauna, WI 54130
(920) 766-6116

Dr. H. B. Tanner Early Learning Center

2500 Fieldcrest Drive
Kaukauna, WI 54130
(920) 766-6150

Appendix B - District Organizational Chart



Approved: 1-11-10
 Revised: 10-24-11
 Revised: 12-9-13

Administrative Assistants are supervised by the administrator in their area

Appendix C - DISTRICT ACADEMIC CALENDAR

Appendix D - Salary Schedules

Effective July 1, 2015– June 30, 2016

Certified Staff

	0				
STEP					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Administrative Assistants

PAY SCALE	Beginning	1 Year	2 Years	3 Years	4 Years
2016-2017					
Administrative Assistants	\$16.58	\$17.24	\$17.96	\$18.56	\$19.20

Maintenance

PAY SCALE	Beginning	6 Months	1 Year	2 Years	3 Years	4 Years
2016-2017						
Maintenance I	\$22.74	\$23.59	\$24.45	\$25.35	\$26.27	\$27.26
Maintenance II	\$22.16	\$22.96	\$23.79	\$24.66	\$25.60	\$26.53

Educational Assistants

PAY SCALE	Beginning	After 1 semester	After 3 semesters	After 5 semesters	After 7 semesters
2016-2017					
Educational Assistants	\$ 11.79	\$ 12.43	\$ 13.31	\$ 14.19	\$ 15.35

Substitutes

PAY SCALE	
2016-2017	
Support Staff	\$ 10.00 per hour
Instructional	\$ 100.00 full day
Long Term Instructional	\$ 150.00 per full day

Appendix E - Co-Curricular Activities

School Year	
ACTIVITY	
After School Elementary Music	
Baseball - Freshmen	
Baseball - Varsity Head	
Baseball- Assistant	JV
Basketball - Assistant	JV Boys
Basketball – Freshmen	Boys
Basketball – Freshmen	Girls
Basketball - Gr 7	Girls
Basketball - Gr 7	Boys
Basketball - Gr 8	Girls
Basketball - Gr 8	Boys
Basketball - Varsity Head	Boys
Basketball - Varsity Head	Girls
Class Advisor - Gr 10	
Class Advisor - Gr 11	
Class Advisor - Gr 12	
Class Advisor - Gr 9	
Cross Country - Assistant	
Cross Country - Varsity Head	
Cross Country Middle School Assistant	
Cross Country Middle School Head	
Destination Imagination	RV
Drama Assistant Play	
Drama Assistant Fall Musical	
Drama- Musical Director	
Drama Play Director	
DREAM - Advisor	
FCCLA Advisor - Middle School	
Football – Assistant	JV Head
Football – Assistant	
Football - Freshmen Assistant	
Football - Freshmen Head	
Football - Varsity Head	
Forensics Advisor High School	
Golf - Varsity Head	Girls
Golf - Varsity Head	Boys
Graphic Arts Club Advisor	
Gymnastics – Assistant	
Gymnastics - Varsity Head	
Instrumental and Vocal Concerts	
Intramurals Supervisor Middle School	
Jazz Band-High School	
Key Club	
Knowledge Masters Open	
Math Team	
Musical Accompanist High School	
Musical Assistant Director Middle School	
Musical Choreographer High School	

Musical Director Middle School	
Musical Orchestra-High School	
Musical Vocal Director - High School	
National Honor Society	
Peak Night	
Pep Band	
Pom and Dance Assistant-Fall pay	
Pom and Dance Assistant-Spring pay	
Pom Pons - Director Fall pay	
Pom Pons - Director Spring pay	
Power Lifting Coach	
Pride Advisor	Fall
Pride Advisor	Spring
Soccer – Assistant	Boys
Soccer - Assistant	JV Boys
Soccer – Assistant	JV Girls
Soccer - Varsity Head	Boys
Soccer - Varsity Head	Girls
Soccer- Assistant	Girls
Softball – Assistant	JV
Softball – Assistant	
Softball – Freshmen	
Softball - Varsity Head	
Special Services - Vocal Music	
Spirit Squad - Middle School	
State Solo Ensemble	
Student Council - High School	
Student Council - Middle School	
Tennis – Assistant	Boys
Tennis – Assistant	Girls
Tennis - Varsity Head	Girls
Tennis - Varsity Head	Boys
Track - Varsity Head	Girls
Track – Assistant	Girls
Track – Assistant	Boys
Track - Gr. 7 & 8	
Track - Varsity Head	Boys
Volleyball – Assistant	JV Girls
Volleyball – Assistant	JV Boys
Volleyball – Freshmen	Girls
Volleyball - Gr 7	Girls
Volleyball - Gr 8	Girls
Volleyball - Varsity Head	Boys
Volleyball - Varsity Head	Girls
Wrestling – Assistant	
Wrestling - Varsity Head	
Wrestling-Middle School Assistant	
Wrestling-Middle School Head	
Yearbook - High School Business Advisor	
Yearbook Advisor - High School	
Yearbook Advisor - Middle School	

Appendix F – Vacation Schedule

Paid Vacation will be provided to Calendar Year Full-time and Calendar Year part-time employees according to the following schedule on July 1 of each year:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	15 days
After fifteen (15) years of service	20 days

Appendix G – Extra Duty Compensation

Any and all work performed by professionally licensed employees for which the District has indicated that compensation will be provided, will be compensated at \$20.00 per hour.

For school year support staff employees who perform work at the request of the District, outside of his or her regular school year assignment, such work shall be compensated at \$10.00 per hour.

Appendix H – Revisions

Date Revised	Handbook Modification
September 26, 2011	Communications
September 26, 2011	Discipline
September 26, 2011	Emergency School Closings
September 26, 2011	Grievance Procedure
September 26, 2011	Payroll
September 26, 2011	Safety
September 26, 2011	Appendix G - Extra Duty Compensation
December 12, 2011	Emergency School Closings
January 9, 2012	Hours of Work – Early Release
February 27, 2012	Paid Leave Days
March 12, 2012	Resignation – Certified Staff
March 26, 2012	Child Abuse and Neglect
March 26, 2012	Employee Harassment and Bullying Prohibited
June 11, 2012	Definitions
July 23, 2012	Criminal Background Checks
July 23, 2012	Wages - Educational Credits for Educational Assistants and Administrative Assistants
August 14, 2012	Evaluation, Evaluators, Evaluation Process
August 20, 2012	Paid Leave Days (changed to Employee Leave)
August 20, 2012	Bereavement Leave
August 20, 2012	Emergency School Closings
August 20, 2012	Hours of Work – Normal
August 20, 2012	Professional Appearance
January 14, 2013	Co-Curricular Activities
January 14, 2013	Job Descriptions
January 14, 2013	Job Share
January 14, 2013	Layoff
January 14, 2013	Overtime
May 13, 2013	Special Education –Summer Initial Evaluations
November 11, 2013	Hours of Work – Normal
November 11, 2013	Payroll
December 9, 2013	District Organization Chart
May 12, 2014	Employee Health Insurance Contributions and Personal Health Assessment Incentive
June 22, 2015	Definition Full-time and Part-time Employee
June 22, 2015	Insurance Eligibility