
SCHOOL DISTRICT OF BAYFIELD
EMPLOYEE HANDBOOK



“BEST SMALL SCHOOL DISTRICT IN WISCONSIN”

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Table of Contents

INTRODUCTORY MATTERS	3
OVERVIEW OF HANDBOOK	3
EQUAL OPPORTUNITY EMPLOYMENT.....	3
THE ROLE OF MANAGEMENT	4
TIME AT WORK & COMPENSATION.....	5
HOURS OF WORK / WORK SCHEDULES / CALENDARS.....	5
PAYROLL & DEDUCTIONS FROM PAYROLL.....	6
TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION	7
OVERTIME.....	8
TIME AWAY FROM WORK.....	9
HOLIDAYS.....	9
VACATIONS	10
LEAVES - SICK LEAVE.....	11
VOLUNTARY SICK LEAVE FUND.....	12
LEAVES - FAMILY, MEDICAL & MILITARY	14
LEAVES - BEREAVEMENT	14
LEAVES - JURY DUTY.....	14
LEAVES - PERSONAL	15
LEAVES - EMERGENCY CONDITIONS.....	15
LEAVES - LEAVE WITHOUT PAY.....	16
INSURANCE & RETIREMENT BENEFITS	18
BENEFITS - HEALTH INSURANCE & COBRA	18
BENEFITS - OTHER BENEFITS.....	18
BENEFITS - RETIREMENT	19
TECHNOLOGY & COMMUNICATIONS.....	20
BULLETIN BOARDS.....	20
ELECTRONIC MEDIA & SOCIAL MEDIA POLICY	20
POLITICAL ACTIVITIES	22
SOLICITATION (Non-Political).....	24
WORKPLACE POLICIES.....	25
DISCIPLINE.....	25
GRIEVANCE PROCEDURE.....	26
JOB TRANSFERS & PROMOTIONS.....	32
JOB VACANCIES & POSTING.....	32
LAYOFF & RECALL	32
PERFORMANCE REVIEWS	32
PERSONNEL FILES.....	33
SEPARATION FROM EMPLOYMENT.....	33
WORKPLACE ENVIRONMENT	35
WORKPLACE PROTECTIONS.....	35
DRUG & ALCOHOL PROHIBITIONS	36
APPENDIX A.....	38
APPENDIX A-2.....	42
APPENDIX B.....	43
APPENDIX B-2.....	44
APPENDIX C.....	45
APPENDIX C-2.....	46
APPENDIX D.....	47
ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK.....	50

INTRODUCTORY MATTERS

OVERVIEW OF HANDBOOK

This Handbook has been prepared to provide general information and to assist you in finding answers to common questions. The Handbook cannot anticipate and answer *all* of the questions that may arise in the course of employment at the School District of Bayfield. It is expected that you will turn to your supervisor and other administrative personnel, as necessary and appropriate, in order to find answers to employment questions that are not addressed, or not fully addressed, in the Handbook.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on the School District of Bayfield Board of Education policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all subject to change, this manual is also subject to change. In the event any provision in this Employee Handbook conflicts with any applicable collective bargaining agreement provision, the collective bargaining agreement shall control. The School District of Bayfield Board of Education reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Any changes made in this Handbook will be brought to the attention of all employees by: employee meetings, posting of the change on the employee bulletin board, e-mail, or corrections in the Employee Handbook itself.

Pursuant to Wis. Stat. § 118.21, the School Board shall contract in writing with teachers. Please note that nothing contained in this Handbook is to be construed by any employee as establishing, or modifying the specific terms of such a teacher contract. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits or conditions of employment.

EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the School District of Bayfield to provide equal opportunity in employment to all qualified employees and applicants for employment. The School District of Bayfield does not discriminate on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during nonworking hours, or any other legally-protected class status. Positive action is required from all employees to help ensure that the School District of Bayfield complies with its obligations under state and federal law and does not discriminate with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

In accordance with the Americans with Disabilities Act (ADA), the School District of Bayfield will reasonably accommodate qualified individuals with a disability so that the individual can

perform the essential functions of his/her job. An individual who can be accommodated for a job without undue hardship will be given the same consideration for a position as any other applicant.

Safety standards apply to all applicants and employees. Applicants/employees who pose a direct threat to the health/safety of other individuals in the workplace, when such threat cannot be eliminated by a reasonable accommodation, shall have their employment status reviewed.

Any employee with questions or concerns about equal employment opportunities in the workplace, or reasonable accommodation, should bring the issue to the attention of the District Administrator. The School District of Bayfield prohibits any form of retaliation for making a report in good faith about issues associated with equal employment opportunity and reasonable accommodation.

THE ROLE OF MANAGEMENT

POLICY: Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the Employer reserves any and all management rights regarding employees' employment status.

General Guidelines: The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations; and
- K. Direct all operations of the School District of Bayfield.

TIME AT WORK & COMPENSATION

HOURS OF WORK / WORK SCHEDULES / CALENDARS

POLICY: To provide employees with regular work hours and work schedules while ensuring staffing coverage necessary for effective operations.

Teachers

Full-time: The normal workweek for salaried, full-time employees shall be Monday through Friday, eight (8) hours per day except for the day before a holiday on which the teachers may leave after the students are dismissed. Employees work schedule is 7:45 a.m. to 3:45 p.m. Employees will receive at least a twenty-four advance notice of any required staff meetings, except for emergency meetings. All full-time salaried employees shall have a duty free, 30 minute paid designated lunch period.

Part-time: The normal workweek for any part-time employee shall be designated by the School District of Bayfield.

Prep Time: Time shall be allotted during the teacher day for class, or lesson preparation. The District has the right to determine the allocation and assignment of preparation time within the regular teacher day.

Calendars: The Board establishes the school year calendar, with collaboration from its teaching staff.

Support Staff

All employees will be assigned to work the school term or the school year. Secretaries will work between 180 and 205 days (minus holidays). Other school term employees will work between 180 and 190 days (minus holidays) and school year employees will work all work days of the calendar year (minus holidays and vacations).

Employees who work on Saturday shall receive "time-and-one-half." Employees who work on Sunday or during a holiday shall receive "double-time." Employees who are required to work on a Saturday, Sunday, or holiday shall be paid for the length of time they work or for two hours, whichever is the longest. Custodians called to work outside of their regular work shift shall be paid for the length of time they actually work.

Each full-time employee will receive and be paid for a thirty (30) minute lunch break for each work day. Lunch breaks will be scheduled by the supervisor. An employee cannot take lunch at the beginning or end of their shift.

Each employee shall have one fifteen (15) minute paid break for each four hours of scheduled work time or major fraction thereof (3 or more hours). The scheduled time of the fifteen (15) minute break shall be determined by the supervisor and cannot be at the very beginning or end of their shift.

The first day, or their equivalent, that the school is closed due to inclement weather shall not result in the loss of wages of any support staff employee. Second day will be a loss of one day wages for any support staff.

Secretaries, custodians and food service employees who work on an inclement weather day when all other bargaining unit members are not required to be at work shall earn an equivalent number of hours to be made available as personal leave to be used prior to June 30th of current school year. The scheduling of the personal leave earned under this provision shall be by mutual consent of the employee and the employee's immediate supervisor.

Non-Exempt Employees

Full-time: The normal workweek for Non-Exempt full-time employees shall be 40 hours per week.

Part-time: The normal workweek for any part-time employee shall be designated by the District.

Work Outside of Scheduled Hours: Non- Exempt employees may not work outside of their scheduled hours without the express approval of their supervisor. This includes starting work early, working over the lunch period, and working from home.

PAYROLL & DEDUCTIONS FROM PAYROLL

POLICY: Standardization of payroll and payroll procedures in accordance with applicable State and Federal guidelines.

Data Changes: Please notify your supervisor if any changes occur in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

Deductions: It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the District Administrator of Financial Assistant who can assist you in understanding the information that is required in order to investigate the matter.

The Employer is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

Pay Schedules: All staff shall be paid in accordance with the appropriate salary schedule and/or wage grid as established by the Board. Extra-curricular salary shall be paid in accordance with the extra-curricular salary schedule, as established by the Board.

Pay Periods:

1. All staff will receive their regular paychecks every other Friday through direct deposit. Payroll will be paid in accordance with the payroll schedule published yearly.
2. School year employees can elect to be paid every other Friday on a ten (10) month basis or on a twelve (12) month basis. This request will be in writing before the start of the school year per 409A regulations of the IRS code.

Health Examinations:

Any health examinations required by the Board shall be paid by the Board.

Bus Drivers:

For employees who are required to hold a Commercial Driver's Licenses, it will be the employee's responsibility to maintain the required licensure.

TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

POLICY: To review and provide total base wages in accordance with State law which authorizes collective bargaining for total base wages *only*; to allow for consideration of other forms of compensation outside of collective bargaining.

Procedure: The District is prohibited from engaging in collective bargaining with its employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer. Wage rates for new hires are established by the Board.

Teachers (See Appendix A)

Support Staff (See Appendix B)

Non-Affiliated (See Appendix C)

Extra-curricular Salaries (See Appendix D)

OVERTIME

POLICY: To provide a consistent system for distributing overtime in compliance with the overtime-pay provisions of the Fair Labor Standards Act.

Exempt / Non-Exempt Employees: Each position is designated as either “Non-exempt” or “Exempt” from the federal Fair Labor Standards Act and state wage and hour laws. Employees in “non-exempt” jobs are paid on an hourly basis and are entitled to overtime pay for hours worked in excess of 40 hours per week. Employees in “exempt” positions are generally paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay. Employees should contact their supervisor if they are unsure of their position’s designation.

Accrual: Any paid leave time shall not be counted as hours worked for overtime purposes.

Approval: All overtime must be approved in advance by management.

TIME AWAY FROM WORK

HOLIDAYS

EMPLOYEE RESPONSIBILITIES

All absences except for holidays must be entered into Skyward by employee. Preplanned absences must be entered before the absence. Absences are reconciled monthly in the District Office and employees with an open absence will receive one (1) reminder. The District may designate a payroll deduction if Skyward entry is not completed in a timely fashion.

POLICY: To identify employee holidays for eligible employees and to establish a consistent procedure for scheduling and payment.

Support Staff

Support Staff working 260 days per year (school year employees)

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Support Staff working 180-205 days (school term employees)

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Non-Affiliated

Non-Affiliated Staff working 260 days per year

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Observance: When a holiday falls on a Saturday or Sunday, the holiday will be rescheduled on the Friday immediately preceding, the Monday immediately succeeding, or as determined by the employer.

Eligibility: All full-time employees and part-time employees are eligible to receive compensation for holidays; temporary or limited-term employees are not eligible. In order to receive holiday pay, employees must work the day before and the day after each holiday with the exception of normal days off or excused absences. No employee shall be compensated more than once for each holiday.

Holiday Pay Rate: Holiday pay rate shall be computed at the employee's regularly classified rate at the regularly scheduled number of hours.

VACATIONS

POLICY: To provide eligible employees with paid vacation time while meeting the operational needs of the District.

District employees that complete up to two (2) consecutive years with the District may carry over up to five (5) vacation days annually. After the completion of three (3) consecutive years with the District, employees are eligible to carry over or exchange for pay up to ten (10) days annually. Exchange for pay will be at the employees daily rate.

Support Staff

Eligibility: All year-round full-time support staff employees and part-time support staff employees working 30 hours or more per week are eligible to receive paid vacation as follows:

Support Staff working 260 days per year

YEARS OF SERVICE	DAYS OF VACATION
0-5	10
6 - 10	15
11 - 15	20

Support Staff working 210 days per year or more

YEARS OF SERVICE	DAYS OF VACATION
0-5	5
6 - 10	8
11 - 15	10

Non-Affiliated

Staff working 260 days per year

YEARS OF SERVICE	VACATION DAYS
0 - 5	15 DAYS
6 - 10	20 DAYS
11 - 15	25 DAYS
16 +	30 DAYS

Approval: Scheduling and use of vacation time requires the prior approval of the employee's supervisor.

Incremental Use: Vacation time may be used in no less than one hour increments.

LEAVES - SICK LEAVE

POLICY: To provide employees with paid time to address their own personal health care needs or the health care needs of an immediate family member.

Payout: Unused sick time is forfeited upon termination of employment except when an employee retires. See *Benefits-Retirement* section for details.

Sick Leave: Full-time 10-month employees shall accrue 10 days of sick leave per year and full-time 12-month employees shall accrue 12 days of sick leave per year, cumulative to 120 days. Any days over 120 will be paid out at a rate of \$100 per day at the end of the contract year. For staff who do not meet the 120-day cumulative language; if you have five or more sick days from the yearly allotted current school year, you will be compensated at a rate of \$50 per day. This payment will be paid out at the end of the contract year.

Sick leave days will not be deducted or paid when an employee is receiving long-term disability insurance benefits and/or when receiving worker's compensation benefits. Part-time employees shall accrue sick leave on a prorated basis.

1. Sick leave may be used for medical care of the immediate family of the employee. Immediate family means mother, father, sister, brother, daughter, son, wife, and husband or any person who resides with and is dependent upon the employee for care and support.
2. A maximum of twenty (20) consecutive sick leave days can be taken for medical care of immediate family members other than spouse or dependent children, unless provided otherwise by state or federal law. The Board reserves the right to extend or not extend the twenty-day (20-day) limit without recourse consistent with state and federal law.
3. One sick leave day each year can be used as a personal leave day if an employee has more than 20 sick leave days. This would need to be approved before the leave is requested. This request must be approved by the immediate supervisor and District Office. Once the District Office receives approval, a sick leave day will be changed to a personal leave day in Skyward Employee Access.
4. On the 4th consecutive day of sick leave, the employee must provide documentation of the need from a physician.

FMLA: Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

Incremental Use: Sick leave may be used in increments of no less than one-fourth of an hour.

Notification: A request for sick leave must be submitted to the appropriate person as soon as reasonably practical, but preferably no later than 6:00 a.m. the day of your absence.

VOLUNTARY SICK LEAVE FUND

1. If an employee exhausts his/her sick leave accumulation, as well as his/her accumulated personal leave, the employee may notify the District Administrator of their request along with an explanation for the use of the voluntary sick leave fund. For purposes of this agreement, an employee may request the use of the sick leave fund for the following reasons:

- The birth of a child
 - To care for the employee's spouse, child, or parent who has a qualifying serious health condition
 - For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job
2. Serious Health Condition - "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
 - a period of incapacity requiring absence of more than three calendar days from work that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
 - any period of incapacity due to pregnancy, or for prenatal care; or
 - any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
 - a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
 - any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
3. The employee shall notify the District Administrator, through a written request, listing the employee's need of coverage and the projected number of days needed.
4. Employees may voluntarily contribute a maximum of two (2) sick leave days per request, provided the donating employee has at least thirty (30) sick leave days remaining.
5. The employee in need of coverage will be provided with sick leave days by a random drawing from the sick days donated. Donating employees will lose one (1) sick leave day per drawing until all donating employees have lost one (1) day.
6. Donating employees will remain anonymous to the receiving employee.
7. When an employee becomes eligible for long-term disability benefits, the employee is required to apply.

8. In the event the District has reason to believe that an employee is abusing the Voluntary Sick Leave Fund, the Board reserves the right to immediately cease utilization of the Voluntary Sick Leave Fund for that individual and to implement appropriate discipline.

LEAVES - FAMILY, MEDICAL & MILITARY

POLICY: To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act.

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees and available on the District website. You can also access information at the Family and Medical Leave Act website at <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. Questions can be addressed to the District Office.

LEAVES - BEREAVEMENT

POLICY: To allow paid leave for purposes of making funeral arrangements and/or attendance at a funeral.

Death in Family - In the event of a death of a member of the immediate family, the employee will be entitled to a leave allowance up to five (5) days at the discretion of the employee. Immediate family means mother, father, sister, brother, daughter, son, foster child, stepchild, wife, domestic partner, or husband. A leave allowance up to three (3) days at the discretion of the employee will be granted for the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of the employee, spouse or domestic partner. A leave allowance of one (1) day at the discretion of the employee will be granted per school year for an aunt, uncle, or cousin. Part-time employees shall receive prorated leave.

In cases of special circumstances, the District Administrator may grant additional leave for bereavement or may grant leave for the death of others not described in the above.

LEAVES - JURY DUTY

POLICY: Employees who receive a summons to serve on jury duty will be granted jury duty leave.

General Guidelines: Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day at least two (2) hours prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the

balance of the working day. Employees will be compensated their regular wages for each day of jury duty served, if scheduled to work, with the payments for performing the jury duty signed over to the District minus mileage.

LEAVES - PERSONAL

POLICY: To provide employees with paid leave time, that can be taken in small time increments, in order to conduct personal business.

Eligibility: All full-time employees and all part-time employees will be granted personal leave.

Incremental Use: Personal leave may be used in increments of no less than one-fourth of an hour.

Personal Leave: Each full-time employee shall be granted two days each year for personal reasons with pay (three days per year for non-affiliated staff). Eligible part-time employees will receive leave on a prorated basis. To receive this leave, an employee must give a minimum of 24 hours advanced notice in writing when possible.

One personal day can be taken immediately before or after a holiday. Requests for two (2) or more personal days immediately before or after a holiday which fall on consecutive school days shall be subject to approval by the District Administrator. Personal leave cannot be used for reasons associated with another job outside the District and may not be taken on early release days. Including the carryover personal day, an employee may accumulate a maximum of five (5) personal days in a school year.

Teachers

A maximum of two (2) teachers from each of the following three groups shall be granted personal leave on any given day unless otherwise approved by the District Administrator: pre-K-5 teachers, 6-12 and special education teachers, and specialists.

Support Staff

A maximum of one (1) employee from each of the following groups shall be granted personal leave on any given day unless otherwise approved by the District Administrator: janitor, aide, cook, etc.

LEAVES - EMERGENCY CONDITIONS

POLICY: To promptly notify employees of any emergency conditions that may require the closing of a work site, the reassignment of staff to alternative work sites or other emergency measures.

Inclement Weather:

Teachers and School Year Employees

The first inclement weather day of the year shall not be made up and staff will not be docked for such day. In the event of a second inclement weather day occurring prior to a scheduled make up day, the day shall be made up by both staff and students on the scheduled make-up day. In the event there are no make-up days scheduled after a second inclement weather day, the day shall be made up by staff only. Other inclement weather days will be made up at the District's discretion. In the event that the District decides to make up any inclement weather days, they shall be made up at the end of the calendar year or as determined by the District. Employees, who have pre-arranged a scheduled day off, do not qualify for a reimbursement of time off due to inclement weather or early dismissal due to weather conditions.

When a food service employee reports to work on such days, they will receive their hourly salary for time worked.

Twelve-month Employees

Twelve-month employees shall report for or remain at work on inclement weather days. Should such an employee believe it unsafe to travel to work or remain at work, the employee must contact their supervisor and so state. Employees who work on an inclement weather day will receive a floating holiday.

Other Emergency Conditions: In conjunction with local health and/or public safety authorities, the School District of Bayfield may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, the District may authorize paid leave status for employees.

Emergency Leave: To be eligible for emergency leave, employee must have exhausted all of his/her accrued leave first. Up to three (3) days of paid emergency leave will be granted for full-time employees per year. Emergency leave may only be used for situations which require the employee's immediate attention and which cannot be addressed outside of the regular school day. Requests for the use of emergency leave shall be in writing and shall be subject to the approval of the District Administrator. In the District's sole discretion, emergency leave may be extended beyond three (3) days.

Leave Without Pay: Unpaid Leave: The District may approve unpaid leave requests. Requests must be authorized no less than five (5) days prior to absence. Employee must have exhausted all accrued personal leave before unpaid leave will be considered. While on such leave, the employee shall not receive or accrue any fringe benefits. The employee shall, however, be permitted to remain in the District's group health insurance plan, at his/her own expense, for the time required by state and federal law. Employees will be responsible for all fringe benefit costs while on unpaid leave after the second day and all other unpaid leaves for the remainder of the school year.

LEAVES – PROFESSTIONAL LEAVE

POLICY: To ensure employees have a passion for being lifelong learners. Professional Development occurs daily through all interactions. Courses and workshops ensure that educators and staff remain effective in their subject knowledge.

Teachers and school year employees.

Your supervisor must approve all professional development requests before you enter your leave into Skyward. Employees must submit a Professional Development/Conference Request Form to their immediate supervisor. Please present all costs, including substitute costs, required on the Professional Development Form. Once your supervisor has notified you in writing, you will enter the leave request into Skyward for final approval. Your leave request in Skyward must include the workshop title in addition to what funding will be paying for the leave (per your supervisor). If your supervisor mandates you to attend professional development during non-contracted days (i.e. July or August), teachers will be compensated at \$24.00 an hour or hourly rate for support staff.

INSURANCE & RETIREMENT BENEFITS

BENEFITS - HEALTH INSURANCE & COBRA

POLICY: To provide health insurance to those employees who qualify for coverage.

Coverage: Levels of benefits provided and employee participation is determined by the School District of Bayfield and applicable state and federal regulations.

Health and Dental Insurance: The District will pay 87.4% of health insurance premiums and 100% of dental insurance premiums for eligible full-time employees and 85% for health and dental for eligible employees not considered full-time. Hourly employees working a minimum of 30 hours a week and above over the course of the school year, and contracted employees with a status of .75 FTE and above are eligible for this benefit.

Pay in Lieu of Health Insurance: The District will pay you 40% of a family policy per year if you can provide proof that you have other health insurance coverage and do not enroll in the group health insurance. This payment is made bi-weekly with your payroll.

Insurance Continuation: As per current "COBRA" regulations.

For additional details regarding coverage and premium contributions, contact the District Administrator or Finance Manager.

BENEFITS - OTHER BENEFITS

POLICY: To provide, or make available, additional benefits.

Visitation Days: Each teacher may be allowed visitation whereby the teacher may observe other teachers of the same field and obtain new teaching ideas. The Board encourages visitation to other districts and programs.

Physical Examinations: Upon initial employment, employees must present evidence of a physical examination within the past 90 days. The District will be responsible for paying for any required physical exam.

Long Term Disability: The School District will pay full premium on Long Term Disability for all employees.

An employee who becomes eligible for long-term disability benefits will continue to receive the District paid portion of their health insurance for nine (9) months. The district will continue its health insurance premium contributions, on behalf of the employee, at the same rate as for active employees, for the first nine (9) months while on disability. Thereafter, the employee's right to

remain in the District's group health insurance plan, at his/her own expense, shall be pursuant to state and federal law.

Term Life Insurance: Employee may participate in term life insurance through the Minnesota Mutual Life Insurance Company. Deductions for employees share are to be made each month according to current formula.

Section 125 Plan: The District will provide a Section 125 Plan. The vendor shall be selected by the District. Subject to state and federal regulations, the Plan shall provide for pre-tax (state and federal withholding and FICA) deductions. There is no "roll over" provision under a Section 125 Plan.

Returning to health insurance coverage (for those working sufficient hours to qualify for the group plan) can occur at any time permitted by the insurance carrier.

BENEFITS - RETIREMENT

POLICY: To provide retirement contributions to eligible employees in accordance with State law.

Employee Contribution – Wisconsin Retirement System. Once eligible for coverage under WRS, coverage is mandatory and an employee may not "opt out" of WRS. Employers and employees are required to pay a percentage of each payment of earnings equal to "one-half of the total actuarially required contribution rate." Employee contributions are pre-tax.

Additional Retirement Benefits

Teachers (See Appendix A-2)

Support Staff (See Appendix B-2)

Non-Affiliated (See Appendix C-2)

TECHNOLOGY & COMMUNICATIONS

BULLETIN BOARDS

POLICY: The School District of Bayfield will keep employees informed about District activities and provide a bulletin board for use by employees for posting of communications.

Prior Authorization: Authorization for employees to use the bulletin board must first be obtained from management. All persons who post notices, letters, and the like on bulletin boards without first obtaining authorization will be subject to disciplinary action, up to and including termination.

ELECTRONIC MEDIA & SOCIAL MEDIA POLICY

POLICY: It is the policy of the employer that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

General Guidelines - Electronic Media:

1. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the employer. They are not the private property of any employee.
2. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes. A post is "offensive" if it could reasonably be construed to intentionally harm someone's reputation, contribute to a hostile work environment on the basis of a protected classification, incite violence or similar inappropriate or unlawful conduct, or disparage members of the public/customers, co-workers/associates or suppliers.

3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
4. The electronic media systems are not to be used to create any offensive or disruptive messages or documents (see definition of “offensive,” above) or used in a manner that adversely affects your job performance or is disruptive to the job performance of co-workers.
5. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, employee/family medical information, or similar materials without prior authorization. This guideline is not intended to restrict employees from discussing with others their wages or other terms and conditions of employment.
6. The employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer’s electronic media systems for any purpose.
7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
8. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless specifically authorized to do so.

General Guidelines - Social Media:

1. **Only on Your Own Time.** Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in social media activity on work time and in work areas (you may engage in social media activities during break times and pre/post work time).
2. **Post as Yourself.** Make clear that you are expressing your personal views alone, not those of your employer.
3. **Be Respectful and Nice.** Do not post communications or material that is disparaging of services or employees, obscene, profane, vulgar, bullying, threatening, or maliciously false. This guideline is not intended to restrict employees from discussing with others their wages or other terms and conditions of employment.
4. **Use Good Judgment.** Because what you say online is accessible to the public, use good judgment in your communications.

5. **Obey the Law.** Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.
6. **Don't Expect Privacy.** Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.
7. **Ask for Guidance.** If you have any questions about what is appropriate to include in social media communications, ask your manager.
8. **Comply with Harassment and Other Policies.** Employees may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment and Retaliation policies. This guideline is not intended to restrict employees from discussing with others their wages or other terms and conditions of employment.
9. **Keep Secrets.** You must not disclose "confidential information," which does not include discussions with third parties about your wages, hours and/or conditions of employment.

Reporting Deviations from Policy: All employees are encouraged to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace. The Employer prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy and/or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge from employment.

Policy Violations: Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.

POLITICAL ACTIVITIES

POLICY: Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the Employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Definition of “Employer Resources”: Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of the District Administrator and is off-limits to public use.)

Definition of “Political” Activities: Political activities include partisan and non-partisan elections and referendums. Any political activity must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the “political” activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or employer resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the employer’s mailing address as the return address for political solicitations;
- Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District’s freedom to invite speakers with political associations to forums that are not open to the general public.

SOLICITATION (Non-Political)

POLICY: In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

Employees On-duty: Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

Employees Off-duty: Off-duty employees may not solicit or distribute literature on District premises at any time.

Non-employees: May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

WORKPLACE POLICIES

DISCIPLINE

POLICY: Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will typically be taken after an investigation and after giving the employee an opportunity to respond to any and all allegations.

Level of Discipline: The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline or corrective action may be imposed which include, but are not limited to, the following: verbal warning, written warning, suspension or termination. Employee discipline, for purposes of access to the grievance procedure, is defined to include only disciplinary suspensions and disciplinary demotions. None of these disciplinary measures are required to be used before termination from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The Employer may repeat disciplinary action.

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the School District of Bayfield. The following is a list of examples of behavior which would normally justify disciplinary action.

- Fraud in securing employment
- Incompetency
- Inefficiency
- Unauthorized absences
- Repeated absence or tardiness or improper use of leave
- Neglect of duty
- Insubordination or willful misconduct
- Dishonesty including failure to provide accurate and complete information when requested by an authorized person
- Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours
- Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed

- Negligence or willful damage to property
- Discourteous treatment of the public or fellow employees
- Failure to obtain and maintain a current license or certification as required by law or employer
- Failure to maintain effective working relationships with other employees or the public
- Sexual or other unlawful harassment, discrimination or retaliation
- Workplace violence including using threatening or abusive language toward others
- Unlawful possession of weapons
- Failure to comply with health and safety rules and regulations
- Unauthorized entry or use of facilities and property
- Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline or termination may occur for any other reason depending upon the seriousness of the offense, the particular facts and circumstances surrounding the incident(s), and the employee's record of prior disciplinary actions.

Documentation: All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

GRIEVANCE PROCEDURE

POLICY: To provide a timely and orderly review of decisions concerning:
a) employee terminations; b) employee discipline; and c) workplace safety.

- I. **Purpose and Applicability:** This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a

different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

II. Definitions

A. Definition of “Employee”:

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

B. Definition of “Discipline”: For purposes of this procedure, “discipline” means an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

C. Definition of “Termination”: For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, reduction in workday, nonrenewal, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

D. Definition of “Workplace Safety”: For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

III. General Provisions

- A. **Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.
- B. **Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.
- C. **Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.
- D. **Scheduling:** Grievance meetings and hearings will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. **Representation:** The employee shall have the right to representation during the grievance procedure at the employee’s expense.

IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

- Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee’s immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee’s immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

Step 2:

If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee. The employee shall pay a \$25 filing fee when requesting the service of an Impartial Hearing Officer who is otherwise selected and paid for by the employer. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees, in investigating, preparing, presenting, or defending a grievance.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary.

At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall normally be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 3:

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
4. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

V. Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

Step 3: The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall normally be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 4:

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
4. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

JOB TRANSFERS & PROMOTIONS

POLICY: To permit temporary and permanent job transfers and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

Temporary Assignments: Employees will normally receive their regular rate of pay for the time spent in temporary assignment, at the District's discretion.

JOB VACANCIES & POSTING

POLICY: To provide notification of job openings and opportunity for employees to apply for open positions.

Procedure: When the Employer determines that a vacancy or new position shall be filled, the Employer shall typically notify each employee no less than two weeks before the position is filled through the District's e-mail. The notice shall include the date the position is to be filled, title of position, requirements, and rate of pay and benefits. The Employer retains the right to determine whether and when to recruit outside applicants.

Interview: In most cases, all employees who meet the minimum qualifications for the position and apply for the position will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of selection outcome.

Vacancies: Vacancies shall be filled with Board approval on the basis of experience, competency, qualifications of the applicant, and other relevant factors.

LAYOFF & RECALL

POLICY: The Employer retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

Procedure: The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be laid off. The rehiring of employees who have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work.

PERFORMANCE REVIEWS

POLICY: To provide for periodic review of work performance.

Procedure: Employee work performance will be reviewed pursuant to District policy based on applicable state and/or federal law.

PERSONNEL FILES

POLICY: Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Any/all personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access, in order to protect confidentiality.

Procedure: Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, personnel records in accordance with Wis. Stat. §103.13. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file.

SEPARATION FROM EMPLOYMENT

Teachers

A stipend of \$500.00 will be paid to teachers who submit their letter of retirement/resignation prior to December 15 of the current school year.

Liquidated Damages: The District encourages teachers to notify the District as soon as possible regarding contract release. A teacher who breaches his/her contract shall be required to pay liquidated damages as follows:

- From the time they sign next year's contract until June 30th no liquidated damages shall be forfeited;
- After July 1st, but before August 1st - \$200.00;
- After August 1st, but before the teacher's first day to report for the contract year - \$400.00

No teacher shall be released to sign a contract with another school district until the liquidated damages have been paid. The Board may deduct such damages from any paychecks still due and payable to the teacher and/or may waive such payments at its sole discretion.

Any release granted by the Board shall be effective on the 30th calendar day following receipt by the Board of the written request for release. The Board has sole discretion to waive part or all liquidated damages.

Any teacher that leaves the district prior to the end of the school year shall have their time-off prorated.

Standard for Nonrenewal for Teachers: Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Wis. Stat. §118.22. Such non-renewals shall be exclusively subject to the provisions of Wis. Stat. §118.22 and are not covered by the grievance procedure set forth in the *Grievance Procedure* section of this Handbook.

Standard for Teacher Discipline and Termination: A teacher may be terminated during the contract year for “cause.” Discipline or termination during the contract year is subject to the grievance procedure set forth in the *Grievance Procedure* section of this Handbook.

Support Staff:

Separation from employment includes but is not limited to resignation, retirement, reduction in work force, failure to return from approved leave, discharge from employment, or disability. Such employment separations may be voluntary or involuntary. If an employee decides to voluntarily terminate employment, the District requests at least two weeks’ advance notice so that any necessary replacement employees can be recruited or otherwise assigned. Upon any separation from employment, compensation and benefits which employees have earned and accrued will be credited to them pursuant to law. The last day worked will in most cases be considered the last day of employment. The District reserves the right to determine the last day of employment.

Any support staff who leaves the district prior to the end of the school year shall have their time-off prorated.

WORKPLACE ENVIRONMENT

WORKPLACE PROTECTIONS

- **WORKPLACE SAFETY**
- **DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORK PLACE**

POLICY: It is the policy of the School District of Bayfield to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

Responsibility to Report: It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and by members of the public toward employees which relates to their work.

Definition of Protected Class: State and Federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, and use or non-use of lawful products off the employer's premises during non-working hours.

Definition of Harassment and Acts of Discrimination: Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to his/her supervisor or the District Administrator. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that the District Administrator or his/her designee can thoroughly investigate the complaint. If the District Administrator is the object of the complaint, then the employee should report directly to the Board President.

Upon receiving an employee report of harassment, discrimination or retaliation, the supervisor, District Administrator or Board President will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

Definition of Workplace Safety: Any unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to an employee's supervisor. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. See also the Grievance Procedures governing work place safety contained in this handbook. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to his/her supervisor.

DRUG & ALCOHOL PROHIBITIONS

POLICY: No employee shall report to work or be under the influence of alcohol, illegal drugs, or other drugs which affect the employee's judgment, coordination, decision-making or safety during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

Purpose: The purpose of this policy is to: a) establish and maintain a safe and healthy work environment, b) reduce absenteeism and tardiness, and c) improve job performance.

Drug & Alcohol Testing: The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee under the influence of alcohol or illegal drugs and may conduct testing for employees in testing-designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

Sale/Purchase/Distribution: No employee shall sell, purchase or distribute alcohol or other drugs during work hours or while attending employer-sponsored events, conferences and training sessions. The employer may expressly authorize exceptions to this policy, including the distribution of student medications.

All school and district policies are in effect on field trips; employees will not sell, purchase, or consume alcohol or other drugs at any time.

Duty to Report: Every employee has a duty to notify his/her supervisor immediately of any drug use that might impair job performance including the ability to safely operate machinery or equipment. “Drug use” includes use of prescription drugs that may have a negative impact, even a temporary impact, on the employee’s job performance.

Violations of Policy: Violations or allegations of violations of this policy will be evaluated on a case-by-case basis and may result in disciplinary action, up to and including discharge from employment.

APPENDIX A

Teacher Alternate Compensation Table

Teachers play a critical role in providing all Bayfield students with the best possible educational experiences. The School District of Bayfield is committed to recruiting and retaining skilled and dedicated teachers with a focus on student success. The Bayfield School Board has adopted an alternate compensation table for teachers to support recruiting and retention efforts. This table, with its combination of base wage and supplemental pay, provides teachers with the ability to have a sense of future wage possibilities while also providing a competitive teacher wage for this region. The table is based on years of service/initial step placement as well as professional /educational accomplishments and Department of Public Instruction (DPI) licensure held. The table makes use of the three year cycle for teacher evaluations based on the District-adopted Educator Effectiveness Model.

A teacher's base wage is either Step 1 of the Initial Rate or, for those positions which required a master's degree, Step 1 of the Master Rate. Base wage is negotiated annually between the School Board and the Bayfield Education Association (BEA). Base wage increases may range from a minimum of 0% to a maximum of the current Consumer Price Index (CPI) published annually for contracts beginning on July 1st of each year.

Placement and movement on the pay scale is supplemental pay. Wage increases beyond the maximum CPI base wage increase, as ratified by the School Board, are supplemental. The District's ability to provide a supplemental wage increase is reviewed annually and approved by the School Board. The District's ability to pay a supplemental wage increase is based on the District's overall financial condition each year and may change year-to-year.

In the event that the District's overall financial condition does not allow for a supplemental wage increase in a given year, any wage increase will be based solely on the School Board-ratified base wage increase.

Column Descriptions:

- a. The Initial column is designated for teachers with a DPI initial educator license.
- b. The Professional column is designed for teachers with a DPI professional educator license.
- c. The Master column is designated for those teachers with a DPI Master license, having earned National Board Certification or having earned a Masters/Educational Specialist/Doctoral Degree.

Initial Placement on Table:

- a. To facilitate initial use of the alternate compensation table, teachers will be placed on the step closest, but not lower than their 2013-14 placement, with an exception for those who move to the Professional or Masters categories.

- b. These placements may not coincide with individual situations relating to the three year evaluation cycle. This may result in some teachers not being eligible to move steps for 1-2 years. This also may result in some teachers moving more than one step in a single year.

Movement of Steps:

- a. Movement of steps is based on the three year teacher evaluation cycle.
- b. Teachers will move to the next step on the table annually by successfully meeting their Student Learning Outcome during year one and two of their evaluation cycle.
- c. Teachers will move to the next step on the table at the end of their summative evaluation year by meeting their Student Learning Outcome and receive a rating of Effective or Distinguished on their Educator Effectiveness Summative Evaluation.
- d. Teachers under an uncompleted plan of improvement when a school year ends will be held at their current step and will have the opportunity to move a step at the end of the following school year based on successful completion of their plan of improvement.
- e. Teachers not meeting the requirement for step movement will be held at their current step and will have the opportunity to move a step at the end of the following year.
- f. Teachers who do not renew National Board Certification will move from the Master column to a cell with a corresponding salary amount in the Professional column. Their wage will be capped at a level no higher than the highest cell of the Professional column.
- g. Salary for teachers moving from the Professional to Master column is determined by taking the teacher's highest salary in the Professional column, adding \$2,000 to original figure, then placing the teacher in the cell closest to the total figure on the Master Category. The Master Category cell used to calculate the \$2,000 wage addition will not be a wage less than the teacher's highest salary in the Professional column.
- h. Teachers anticipating moving to the Masters column by earning a graduate degree, DPI Master license or National Board Certification are required to notify the District Administrator no less than six months prior to graduation/completion. The District reserves the right to limit the number of teachers moving from the Professional to Masters Column after July 1st of the current fiscal year. Teachers denied movement from Professional to Masters Columns after July 1st of the current fiscal year would move to the Professional Column at the start of the following fiscal year.

School District of Bayfield Teacher Pay Schedule 2018-2019

Total Wage Increase 2.13%

**Contract
Placement**

	Initial	Professional	Master
1	\$38,154	\$44,974	\$49,474
2	\$38,535	\$45,424	\$49,969
3	\$38,921	\$45,878	\$50,469
4	\$40,088	\$47,255	\$51,983
5	\$40,489	\$47,727	\$52,503
6	\$40,894	\$48,204	\$53,028
7	\$42,121	\$49,650	\$54,618
8	\$42,542	\$50,147	\$55,165
9	\$42,967	\$50,648	\$55,716
10	\$44,256	\$52,168	\$57,388
11	\$44,699	\$52,690	\$57,962
12	\$45,146	\$53,216	\$58,541
13		\$54,813	\$60,297
14		\$55,361	\$60,900
15		\$55,915	\$61,509
16		\$57,592	\$63,355
17		\$58,168	\$63,988
18		\$58,750	\$64,628

1. The Board will negotiate an annual increase in base wages pursuant to law.
2. Salary for new employees will be determined by District Administrator based on experience, qualifications, operational needs and in reference to base salary schedules.
3. Extra-Curricular assignments will be reimbursed at the rates shown in Appendix D.
4. Summer School and Homebound teachers will be paid \$24.00 per hour.
5. The Board will pay for ticket taking, bus supervision of students, supervising spectator events or performing necessary identified tasks at the rate of \$20.00 per hour.
6. Mileage reimbursement: Staff will receive reimbursement for mileage when required to use a personal vehicle in the performance of District related duties. The rate will be that allowed by the IRS.

7. Extra Duty Pay: Teachers will be paid, with prior approval, extra duty pay at a rate of \$24.00 per hour for services performed outside of the eight-hour (8) contract day. This includes substitute teaching during preparation time – limited to one hour per day.
8. Any teacher writing curriculum outside the eight-hour contract day will be compensated at her/his hourly contract wage. The length of time involved and the extent of work required will be arranged and mutually agreed upon by the administration and the staff member prior to the requested date of work.

APPENDIX A-2

TEACHERS EARLY RETIREMENT

The Board of Education shall offer an early retirement option to teachers who elect to retire and who are or will be at least age 55 in the calendar year of retirement. For an eligible teacher enrolled in the District's health insurance program at the time the teacher elects to retire, the District will contribute \$400 per month for sixty (60) months toward an HRA (Health Reimbursement Arrangement) on behalf of the retired teacher. The contributions will be submitted directly to the applicable HRA and will be available to the teacher for qualifying post-retirement medical expense reimbursements. In addition, teachers eligible for early retirement who elect to remain on the District's insurance following retirement will be allowed to do so for up to five (5) years, with the retired teacher responsible for 100% of any applicable premiums during this five (5) year period.

Teacher will receive an additional stipend at a rate equal to current substitute teacher pay per day of unused sick leave. To be eligible to receive this stipend, the teacher must have been a teacher employed in the School District of Bayfield for at least ten years. This stipend will be paid into the same HRA account as the \$400 monthly health insurance contribution. In order to be eligible for the early retirement plan, the teacher must provide the Board a written notice of retirement on or before March 31st of the school year prior to the school year in which the retirement commences.

APPENDIX B

SCHOOL DISTRICT OF BAYFIELD SUPPORT STAFF (CUT) 2018-2019 SALARY SCHEDULE 2.13% CPI-U Base Wage (No Step Increases)

Position	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Custodian/Bus Driver	\$20.98	\$21.49	\$21.98	\$22.48
Secretarial	\$16.67	\$17.16	\$17.61	\$18.11
Teacher Aide	\$16.35	\$16.84	\$17.30	\$17.80
Baker	\$16.20	\$16.66	\$17.10	\$17.60
Assistant Cook	\$16.20	\$16.66	\$17.10	\$17.60
Kitchen Helper	\$14.52	\$14.91	\$15.43	\$15.93
Part-Time Bus Driver	\$17.32	\$17.83	\$18.33	\$18.83

* Step 3 is an additional \$.50 per hour after completion of ten (10) years and effective based on employee's date of hire.

Special Education Aides who perform specialized medical duties shall receive an additional \$.50 per hour. Specialized medical duties is defined as 1.) Feeding tube – attaching food pump to tube. 2.) Distal Rectal Medication.

Aides shall be reimbursed for license renewal once every five years.

APPENDIX B-2

SUPPORT STAFF RETIREMENT

Support staff will receive a stipend at a rate equal to current substitute teacher pay per day of unused sick leave. To be eligible to receive this stipend, the support staff must have been employed in the School District of Bayfield for at least fifteen years. This stipend will be paid into an HRA account.

APPENDIX C

NON-AFFILIATED SALARY AND OTHER COMPENSATION

1. Salary for directors, assistants, and non-affiliated positions will be determined by the School Board.
2. Professional Membership: To develop professional growth the District will compensate each position for 100 percent of the annual dues for membership in one national and one state approved professional organization. The District Administrator will rule on the appropriateness of the organization.
3. Employees in these positions will receive reimbursement for mileage when required to use a personal vehicle in the performance of District related duties. The rate will be that allowed by the IRS.

APPENDIX C-2

NON-AFFILIATED EARLY RETIREMENT

The Board of Education shall offer an early retirement option to non-affiliates who elect to retire and who are or will be at least age 55 in the calendar year of retirement. For an eligible non-affiliate enrolled in the District's health insurance program at the time the non-affiliate elects to retire, the District will contribute \$400 per month for sixty (60) months toward an HRA (Health Reimbursement Arrangement) on behalf of the retired non-affiliate. The contributions will be submitted directly to the applicable HRA administrator and will be available to the non-affiliate for qualifying post-retirement medical expense reimbursements. In addition, non-affiliates eligible for early retirement who elect to remain on the District's insurance following retirement will be allowed to do so for up to five (5) years, with the retired non-affiliate responsible for 100% of any applicable premiums during this five (5) year period.

Non-affiliates will receive an additional stipend at a rate equal to current substitute teacher pay per day of unused sick leave. To be eligible to receive this stipend, the non-affiliate must have been employed in the School District of Bayfield for at least ten years. This stipend will be paid into the same HRA account as the \$400 monthly health insurance contribution. In order to be eligible for the early retirement plan, the non-affiliate must provide the Board a written notice of retirement on or before March 31st of the school year prior to the school year in which the retirement commences.

APPENDIX D

EXTRA CURRICULAR/ACTIVITY SCHEDULE

<u>CATEGORY A</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Head H.S. Basketball (Boys)	\$3,707	\$4,118	\$4,576
Head H.S. Basketball (Girls)			
Head H.S. Wrestling			
PBIS Coordinator			
RtI Coordinator			
4K Coordinator			
Summer School Coordinator			

<u>CATEGORY B</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Head M.S. Basketball (Girls)	\$2,605	\$2,894	\$3,215
Head M.S. Basketball (Boys)			
Head H.S. Volleyball (Girls)			
Head H.S. Soccer (Boys)			
Head H.S. Soccer (Girls)			
Head H.S. Baseball			
Head H.S. Softball			
Head H.S. Cross Country			
Head H.S./M.S. Track			
Assistant H.S. Basketball (Boys)			
Assistant H.S. Basketball (Girls)			
Assistant H.S. Football			
Assistant H.S. Wrestling			
H.S. Golf			
Cheerleading			

<u>CATEGORY C</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Annual Advisor	\$2,069	\$2,298	\$2,554
Forensics			
Music (Vocal)			
Music (Instrumental)			
H.S. Student Council			
PBIS Coach			
RtI Coach			

<u>CATEGORY D</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Class Advisor Grades 6-12	\$1,407	\$1,563	\$1,737
Assistant H.S. Soccer (Girls)			
Assistant H.S. Soccer (Boys)			
Assistant Softball (Girls)			
M.S. Volleyball			
M.S. Baseball (Boys)			
M.S. Softball (Girls)			
Assistant H.S. Volleyball			
Head M.S. Wrestling			
Assistant H.S. Track			
Assistant Track			
Assistant M.S. Basketball (Girls)			
Assistant M.S. Basketball (Boys)			
Assistant H.S. Baseball (Boys)			
M.S. Baseball			
M.S./H.S Assistant Cross Country			
M.S. Softball			
M.S./H.S. Assistant Track			

<u>CATEGORY E</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Assistant M.S. Volleyball	\$1,022	\$1,022	\$1,022
Assistant M.S. Baseball (Boys)			
Assistant M.S. Softball (Girls)			
Elementary Wrestling			
Elementary Basketball (Boys)			
Elementary Basketball (Girls)			
Quiz Bowl A			
Quiz Bowl B			
Math Team			
French/Spanish Club			
Swing/Drama Club			
M.S. Paper			
M.S. Student Council			
Technology Club			
Art Club			
Chess Club			
Science Club			

<u>CATEGORY E – Cont.</u>	1-4 YEARS	5-9 YEARS	10+ YEARS
Kayak Club	\$1,022	\$1,022	\$1,022
Color Guard			
National Honor Society			
Jazz Band			
FBLA/VICA/Business Club			
May Term Week Advisor			
National History Day Advisor			
Assistant M.S. Wrestling			

CATEGORY F (Misc.)

H.S. Athletic Director	\$5,362		
M.S. Activities Coordinator	\$3,064		

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I, _____, acknowledge receipt of this Employee Handbook which was revised on August 13, 2018. **Employee must sign and return Employee Handbook Acknowledgement of Receipt and return no later than September 14, 2018.**

I understand that the Employee Handbook is a means to acquaint me with the School District of Bayfield and its operations, and provide guidance with regard to its policies.

I understand that by accepting employment with the District, I am not being asked or required to provide anything in return beyond my services. I further understand that the Employee Handbook does not constitute a contract of employment, express or implied, between the District and myself and that no oral statements by supervisors or management can alter this disclaimer or create a contract. Only the Board has the authority to create an employment contract, and such contract must be in writing and signed by authorized personnel to be valid.

I further understand that my employment with the District is "at-will," not for any definite period of time, and may be terminated by myself or the District at any time and for any reason not prohibited by law.

I also understand that if I have an individual employment contract with the District, as required and pursuant to §118.21 (1), this Employee Handbook does not constitute a separate contract of employment, express or implied, between the District and myself. In the event that any Employee Handbook provision conflicts with any applicable employment contract provision, the employment contract shall control.

I understand that the District reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive notification of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the District. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

(Signature)

Date: _____