

School District of Gibraltar Area
Fish Creek, Wisconsin

BOARD POLICY MANUAL

CHAPTER 6

POLICY #	TITLE
6.01	Employee Handbook

Draft

Gibraltar Area Schools
Fish Creek, Wisconsin

Employee
Handbook

Adopted 06/25/12
Revised Policy Adopted 07/22/13
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Revised Policy Adopted

EMPLOYEE HANDBOOK

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MISSION STATEMENT

Gibraltar Schools, in partnership with family and community, will strive for excellence in educating each of our children to live responsible, creative, and fulfilling lives in a global society.

DISTRICT EDUCATIONAL GOALS

To improve the quality of student learning:

- By improving instructional quality through student-focused schooling utilizing rigorous curriculum and pedagogy that is supported by constructive, supportive supervision and continuous, relevant professional development.
- By providing maximum learning opportunities for each student through optimizing the use of fiscal and human resources.
- Through a known and clearly defined system of assessment that assures continuous student progress and promotion based upon competency in district, state and federal standards and benchmarks.
- Through appropriate, progressive, and effective instruction and applied use of technology.
- By strengthening the school/home/community communication and partnerships that support child and adolescent development with healthy, orderly and safe environment

I. Introduction to the Employee Handbook

The Purpose of the Employee Handbook is to provide clarity of understanding regarding the expectations of the Gibraltar Area Schools Board of Education and for the employees for their school district.

Disclaimer: The contents of this Handbook are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment.

All of the District's employees are employed, "at-will", and employment is not for any definite period, unless otherwise provided by individual contract. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook. The District's professional staff members employed under individual contracts with the Board may be terminated or non-renewed consistent with the terms of the contract and consistent with Board Policy.

Effective July 1, 2013, all references to collective bargaining will be limited pursuant to applicable state and federal law.

In case of a direct conflict between this Handbook, rules, regulations, or policies of the Board and any specific provisions of an individual contract, the individual contract shall control. This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations, and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies are available in each administrative office to all personnel and are on the Gibraltar website at www.gibraltar.k12.wi.us. It is important that each employee is aware of the policies and procedures related to his position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Gibraltar Area Schools Board of Education.

II. Acknowledgement of the Employer and the Employees

This section of the Employee Handbook defines the Employer and Employees of the school district.

- A. Employer: The Employer is defined as the Gibraltar Area Schools Board of Education, herein after referred to as "Board."

- B. **Employees:** The Employee is defined as any and all persons having an employment contract with the Board. This includes those persons defined in C, D, E, F and G below, herein after referred to as “Employee” and generically as “his”.
- C. **Administrative Employees:** Administrative Employees, herein after referred to as “administrators”, are defined as persons who are required to have a contract under §118.24, Wis. Stats., and other supervisory administrative personnel designated by the District.
- D. **Confidential Employees:** Confidential employees are defined as calendar-year employees who serve as the Pupil Services Director, Director of Learning, Technology Specialist, Business Manager, Maintenance Supervisor, and Administrative Assistant and are herein after referred to as “Confidential Employees”. This classification also includes the Food Services Supervisor who works an extended school-year calendar.
- E. **Teachers:** Teachers are defined as persons hired under a contract under §118.22, Wis. Stats., herein after referred to as “Teacher”.
- F. **Regular Full-Time Employees:** Regular Full-time Employees are defined as employees who are not required to hold a contract under Wisconsin Statutes and whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
1. **Regular Full-Time, Calendar-Year Employee:** Regular full-time, calendar-year employees are defined as one who works forty (40) or more hours per week for a full calendar year.
 2. **Regular Full-Time, School-Year Employee:** Regular full-time, school-year employees are defined as one who works thirty-seven and one-half (37.5) or more hours per week for the term of the school year.
- G. **Regular Part-Time Employees:** Regular part-time employees are defined as one who works a school year or more and works seven hundred and two (702) hours per year or more but less than thirty-seven and one-half (37.5) hours per week.
- H. **Equal Employment Opportunity – Board Policy 7.01(1)**

It has been and shall continue to be the policy of the Gibraltar School District to recognize the competence and ability of applicants for employment and of existing employees. The Gibraltar School District will provide equal employment opportunities to all individuals regardless of their race; gender or sexual orientation; creed or religion; color; handicap or disability; marital, citizenship, or

veteran status; membership in the National Guard, state defense force, or reserves; national origin or ancestry; arrest or conviction record; use or non-use of lawful products off the school's premises during non-working hours; or, any other characteristic prohibited by law. This policy applies to all employment decisions including, but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, termination, and other conditions of employment. The Gibraltar School District also will recognize and comply with all federal, state, and local laws regarding equal employment opportunities.

LEGAL REFERENCE: Wisconsin Statute 118.20

I. Non-Discrimination Clause

The Wisconsin Department of Public Instruction does not discriminate on the basis of race, color, religion, gender, national origin, age, or handicap in employment or in educational programs or activities, in accordance with Title IX of the Education Amendments of 1979, 34 CFR Part 106, Section 504 of the Rehabilitation Act of 1973.

Revised Policy Adopted 02/08/99

Revised Policy Adopted 10/13/03

J. Statement of Assurance of Compliance with Federal Law – Board Policy 10.01

The Gibraltar Area Schools, as an Equal Opportunity Employer, complies with applicable federal and state laws prohibiting discrimination, including Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973. It is the policy of the Gibraltar Area School District that no person, on the basis of race, gender, color, religion, national origin or ancestry, age, marital status, or handicap, shall be discriminated against in employment, educational programs, or admissions.

Questions or concerns regarding Statement of Assurance of Compliance with Federal Law should be directed to Superintendent, Gibraltar Area School District, 3924 Highway 42, Fish Creek, Wisconsin 54212, phone: 920-868-3284.

Policy Adopted 02/11/91

Revised Policy Adopted 09/27/99

K. Equal Educational Opportunities – Board Policy 10.01(1)

The school district is committed and dedicated to the task of providing the best education possible for every child in the district for as long as the student can benefit from the attendance and the student's conduct is compatible with the welfare of the student body.

The right of the student to be admitted to school and to participate fully in curricular, extracurricular, student services, recreational or other programs or activities shall not be abridged or impaired because of a student's sex, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

Complaints regarding the interpretation or application of this policy shall be referred to the district administrator and processed in accordance with established procedures.

Notice of this policy and its accompanying complaint procedures shall be published at the beginning of each school year and posted in each school building in the district. In addition, a student nondiscrimination statement shall be included in student and staff handbooks, course selection handbooks, and other published materials distributed to the public describing school activities and opportunities.

LEGAL REFERENCE: Section 118.13 Wisconsin Statutes

CROSS REFERENCE: Complaint Procedure for Student Non-Discrimination Policy 10.01(2)

Policy Adopted 02/11/91
Policy Confirmed 06/28/10

L. Anti-Harassment Policy.

The Board of Education is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

For purposes of anti-harassment, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, student, teachers, staff, volunteers, and Board members. "Third party" means individuals outside the School District community who participate in school activities and events authorized by the Board including, but not limited to, visiting speakers, participants on opposing athletic teams, and vendors doing business with, or seeking to do business with, the District.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, genetic information, transgender, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working

environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

The District Administrator has prepared written administrative guidelines for professional staff members to follow when reporting alleged harassment. The process that will be followed when conducting an investigation regarding alleged harassment that is prohibited is also set forth in these administrative guidelines.

M. Immigration Reform Act Compliance.

The District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

N. Reporting Suspected Child Abuse and Neglect.

Wisconsin law requires District personnel to report all suspected incidents of child abuse and/or neglect to the Door County Department of Human Services, law enforcement or other legal authorities. Because the Board of Education is concerned with the welfare of all children, it recognizes the legal and ethical obligations to report suspected abuse or neglect and expects District staff to act in accordance with all appropriate Wisconsin statutes.

All District Employees are required to report suspected abuse or neglect when there is "reasonable cause" to suspect abuse or neglect has or will occur. Anyone who, in good faith, participates in the making of a report pursuant to the legal mandate shall in so doing be immune from any liability, civil or criminal, that might otherwise be imposed. State law also protects Employees from being discharged from employment as a direct result of such a report.

The Board of Education supports a preventative approach to child abuse and neglect and will provide training to school personnel in recognizing the indicators of abuse or neglect and in working with families in attempting to eliminate the conditions which may have contributed to the suspected abuse or neglect.

O. Seclusion and Restraint.

All employees are required to follow state law with respect to the use of seclusion and restraint. Only employees who are specifically designated by the Superintendent and trained in the techniques that are authorized by state law are permitted to use seclusion and restraint, and can only use seclusion or restraint when there is clear, present and immediate danger to the student or others. Once the clear, present and immediate danger has ended, so must the seclusion and restraint. Parents must be contacted within 24 hours of the use of the seclusion or restraint and informed that a written report will be available and provided to them within three business days of the incident. Building principals and pupil services will be advised upon the use of any use of seclusion or restraint to ensure appropriate follow-up, consistent with state law.

III. Employee Duties and Assignment

- A. Specific Job Descriptions for all employees are displayed in the School Board Policy Manual.

- B. General Duties – Board Policy 7.04

All staff members shall be responsible for rules and policies as established in the policies of the Board of Education.

For any circumstances or situations not explicitly covered either in the respective school handbook or School Board Policy Manual, the staff member is expected to act in a professional and judicious manner.

Revised Policy Adopted 02/08/99

- C. Employment Requirements - Teachers – Board Policy 7.02

It shall be the policy of the Board of Education to employ only those teachers who are duly certified as teachers by the Department of Public Instruction and legally qualified for the work they are assigned.

Evidence of certification shall be on file in the school office. It is the Teacher's obligation to maintain a current teaching license in the areas of assigned teaching responsibilities at all times. Failure to do so is cause for termination; pursuant to Wis. Stat. 118.21, a teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if and when the authority to teach terminates.

All teachers shall have on file in the central office a health certificate pursuant to Section 118.25 of Wisconsin Statutes.

- D. Assignment – Board Policy 7.14

The Board of Education reserves the right to reassign any Employee during the course of employment.

- E. Supervision of Students – Board Policy 10.21

Teachers will assume a supervisory role whenever students are present. A Teacher will not leave a classroom when students are present unless a substitute is provided by the principal.

IV. Employee Progressive Discipline

The Board expects employees to follow the employee handbook, board policies, individual building rules and state regulations. Administrators and/or supervisors are expected to discipline employees when such action becomes necessary. Maintaining a level of acceptable behavior on the part of all employees results in the best possible learning environment for students.

Discipline may result when an employee's actions fall short of accepted standards of professional behavior or violate a policy or rule, when an employee's performance is not acceptable, or the employee's conduct is detrimental to the interest of the District.

Typically, disciplinary action will involve any of four steps: verbal warning, written warning, suspension with or without pay, and termination of employment. Specific disciplinary actions may depend on the behavior and frequency of occurrences. Some serious behaviors may lead to suspension or termination without following progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

V. Grievance Procedure for All Employees

This grievance policy is provided in compliance with state law.

- A. **Purpose:** The policy for employee complaints or grievances is intended to provide an orderly process for the prompt and equitable resolution when a concern has not been resolved. The Board intends that whenever feasible, complaints or grievances be resolved at the lowest possible administrative level. Employees are encouraged to discuss problems or concerns with their supervisor or an appropriate administrator at any time.
- B. **Application:** This policy shall be the primary grievance procedure for all district employees on July 1, 2013.
- C. **Definitions:**
 1. A grievance shall mean a dispute regarding the application of School Board policies specifically related to an employee's discipline or termination of employment or a dispute concerning workplace safety.

No grievance shall be processed under this policy unless it is in writing and contains all of the following:

- a. the name and position of the grievant;
- b. a clear and concise statement of the grievance;

- c. the issue involved;
- d. the relief sought;
- e. the date the incident of alleged violation took place;
- f. the specific section of the Employee Handbook, policy, or workplace safety rule alleged to have been violated; and,
- g. the signature of the grievant and date the grievance is submitted.

2. The term “days” means regular business days, Monday through Friday, other than weekends and holidays, regardless of whether the employee or his classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

- a. A “grievant” is an employee as defined by state statutes governing this grievance procedure. At the grievant cost and request, they may be represented by a person of their choice.
- b. “Workplace safety” means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risk.
- c. “Discipline” means oral reprimands (where a written record of the reprimand is placed in the employee’s file), written reprimands, suspension, and demotion. Discipline does not include performance reviews, work plans or corrective actions that include a reprimand, or other adverse employment action. “Discipline” does not include layoff or recall.
- d. “Termination” means discharge from employment. Non-renewals and layoffs (reduction-in-force) are not considered terminations and are not subject to this procedure.

D. Procedures:

First Step

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known, the employee shall present the written grievance to his immediate supervisor. The immediate supervisor shall give a written

answer within ten (10) days of receipt of the grievance, with a copy to the District Office.

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

Second Step

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

Third Step

Upon the written request of the grievant in response to an adverse decision, the decision of the second step may be appealed by a written statement to the superintendent particularly describing the reason for appeal. The appeal shall be submitted to the superintendent within ten (10) days following the employee's receipt of the second step response. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process, or other failure of the grievant to properly follow the process, the matter shall be referred to the School Board who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the superintendent. Any costs incurred by the IHO will be paid by the school district. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The oral and written statements of students, which otherwise would be hearsay, will be considered by the IHO without the direct testimony of students, if other, non-hearsay information is present. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall initiate the above procedures within fifteen (15) work days following the superintendent's receipt of a Step 3 appeal, or shall provide the grievant with a timeline for conducting the above procedures explaining why more than fifteen days are required. The IHO shall provide the

parties with a written decision within five (5) days after the completion of the above procedures.

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

Fourth Step

Either party may appeal an adverse determination in Step 3 to the School Board, by filing written notice appealing the decision of the IHO in the District Office within ten (10) days of the decision by the IHO. The School Board shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting, unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence, and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

E. Timelines:

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

F. Exclusive Remedy:

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

VI. Contracts

- A. Each Employee and Confidential Employee, excluding Administrators and Teachers, will be provided an annual contract prior to May 1st of his current work

year. Administrators and Teachers will be provided contracts in the manner determined by Wisconsin statute. Signed contracts must be returned to the superintendent by June 15th.

- B. Any Employee who resigns after June 15th may be responsible for reimbursing the Board for the cost of finding a replacement (posting, screening, and interviewing) to a limit of five percent (5%) of the Employee's salary.
- C. An Employee that intends to retire shall notify the district in writing by March 15 for retirement at the end of the school year calendar.

VII. Work Year, Work Day, Vacation, and Holidays

- A. The Board shall set the annual work calendar which minimally shall comply with Wisconsin statutes related to student instruction and optimally shall meet the Board's goals for student learning and professional development. The Board shall set the calendar for the subsequent school year by February 1.

The typical work day will be defined by your supervisor and/or Administration.

In the fourth quarter of the academic year, the administration shall present to the Board a schedule of instructional assignments for the subsequent school year. Preparation and break time shall be determined and established by the Board. Preparation time shall vary by assignment.

- B. Paid vacation shall be provided to Employees who hold full-year contracts.
 - 1. An administrator shall be provided with vacation as specified in his annual contract.
 - 2. Continuing Confidential Employees vested with four (4) weeks of vacation shall be provided with four (4) weeks of vacation per year. Continuing Confidential Employees vested with three (3) weeks of vacation shall be provided with three (3) weeks of vacation per year.

New hires: One day of vacation shall be earned per month for the first ten (10) months of employment. After one (1) year of successful employment, this Employee shall be provided two (2) weeks of vacation per year for the first nine (9) years of employment. After the ninth year of continuous employment, this Employee shall be provided three (3) weeks of vacation per year.

3. Continuing, regular, full-time, calendar-year Employees vested with four (4) weeks of vacation shall be provided with four (4) weeks of vacation per year. Continuing, regular, full-time, calendar-year Employees vested with three (3) weeks of vacation shall be provided with three (3) weeks of vacation per year.

New hires: One day of vacation shall be earned per month for the first ten months of employment. After one (1) year of successful employment, this Employee shall be provided two (2) weeks of vacation per year for the first nine (9) years of employment. After the ninth year of continuous employment, this Employee shall be provided three (3) weeks of vacation per year.

- C. Administrators; Confidential Employees; and regular, full-time, calendar-year Employees shall have the following days as paid holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will be observed as a holiday.
- D. All regular part-time and regular full-time school year Employees will receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- E. When school is closed due to weather or safety conditions,
 1. The Superintendent (or his/her designee in his/her absence) shall determine if and when schools shall be closed. Notification of school closings will be given to employees, students, parents, and the community as soon as practical and depending on the circumstances involved.
 2. School closings affecting after school and weekend activities will be made on a case by case basis, depending on the activity, people/organizations involved, and situation(s) causing school closings.
 3. Building and Grounds employees are required to come to work in order to maintain the safety of sites and facilities for employees who do report to work.
 4. Regular, full-time employees do not come to work and are not paid for the day unless they utilize a PTO.

5. All teachers, administrators and confidential employees can select from the following three options during the first and second Emergency School Closing in a school year:
 - a) be present at work and be paid as a normal work day; or
 - b) be absent from work and then make up the day utilizing their direct supervisor/principal's approved process; or
 - c) be absent from work and either take the day as an unpaid day, or utilize a PTO day in order to be paid.
6. For the third and subsequent school closings in a school year, teachers should not come in to work as make up days with students will be scheduled in June.
7. During summer school, teachers are paid an hourly wage; if there is an emergency closing, they should not come in to work and will not be paid.

F. Overtime

1. Work Week
The work week is defined as Sunday through Saturday.
2. Time and one-half (1 and ½) the employee's regular hourly rate shall be paid for hours worked in excess of 40 hours per week and all work on Saturdays.
3. Sunday Premium
Employees required to work on Sundays shall be paid at the rate of double time (2 x) the employee's regular hourly rate for all hours worked.

VIII. Salary and Benefits

- A. Annually, the Board will confirm the base salary under this Employee Handbook for each Administrator, Confidential Employee, and Teacher as of June 1.
 1. The salary point will be used as a base line for future changes in contracted salary for each salaried Employee after July 1.
 2. The Board shall establish an initial salary point for each newly hired Administrator, Confidential Employee, and Teacher.
 3. The salary point/hourly rate will establish each individual's annual, per diem, and hourly rates of pay for future salary purposes.

- B. Annually the Board will establish an hourly pay rate for each non-salaried Employee.
1. The hourly rate will be used as a base line for future changes in hourly rates for each non-salaried Employee.
 2. The Board shall establish an initial hourly rate for each non-salaried Employee newly hired.
- C. If the Gibraltar Education Association and/or Local 1658, AFSCME, AFL/CIO are certified employee representatives as defined by Wisconsin Statute, the Employer and representatives shall bargain for the adjustment in the respective members' total base wages for each year annually after July 1. The bargain shall be conducted according to state law and applicable regulations and shall be concluded by September 1 of each subsequent school year. If an employee group has not certified and/or consensus in a bargain has not been reached by September 1, the Board reserves the right to establish and implement the adjustment in the respective members' total base wages.

Any increase to the previous year's total base wage, which is a mandatory subject of bargaining, shall be calculated by the Board established pursuant to state law and regulations by the Wisconsin Employment Relations Commission.

- D. The Board shall establish the annual adjustment to total compensation for Administrators and Confidential Employees using the regulations established by the Wisconsin Employment Relations Commission, which include the annual CPI calculations.
- E. Compensation for professional development shall be made as follows:
1. Each Employee's professional status (degrees and credits earned) prior to July 1, 2013 will be recognized post July 1, 2013. The Board is committed to continued compensation for an Employee's professional status as established by contract prior to July 1, 2013.
 2. Beginning July 1, 2013 compensation for professional development will be given only for:
 - a. **Graduate degrees** (Masters, Specialist, Doctorate). \$7500 will be added to the Employee's base salary and continued as a new salary point for the duration of the Employee's employment in the district. Degrees earned will be compensated in the year following

the award of the degree. Degrees must have prior approval of the Board to qualify for additional compensation.

- b. **National Board Certification** - A one-time \$1,250 bonus will be awarded for successful completion of each of the four components of the certification process. The Board will pay certification fees up to \$2,500 for a limited number of employees every school year. An annual \$7,500 bonus will be awarded to the Employees who retain certification. Compensation will begin the school year following the completion of components and final certification. Certified candidates are encouraged to apply for the NBCT annual bonus through DPI. The Board reserves the right to limit the number of NBCT grants to obtain certification issued each year.
 - c. **Additional educator licenses and other certifications** earned with the prior approval of the Board. \$5,000 will be added to the Employee's salary point and continued as a new salary point for the duration of the Employee's employment in the district. Licenses earned will be compensated in the year following the award of the license.
 - d. **Costs for Board-directed Professional Development Credits** earned in subjects that are directly related to the Teacher's competency in affecting his instructional assignment will be reimbursed.
 - e. Additional certificates and/or professional licenses earned by Administrators that are previously approved by the Board. Actual costs will be reimbursed.
3. Beginning July 1, 2013, the Employee will be responsible for the costs incurred to maintain his professional license.
- F. The Employer shall provide payment for Social Security and long-term disability insurance. Information regarding Social Security, long-term care, and long-term disability is available upon request from the District Business Office. The District's decision to continue offering long-term care insurance will be reviewed annually.

IX. Health and Dental Insurance

- A. All regular full-time calendar and school year Employees may subscribe to the Board's health and dental insurance plan upon written application to the superintendent. The Employee shall pay 12% of the base plan offered by the district.

- B. All regular part-time Employees may subscribe to the Board's health and dental insurance plan upon written application to the superintendent. The employee shall pay 25% of the cost of the policy premium for which he/she applies.
- C. A retired Employee with rights to post-employment health benefits may subscribe to the Board's Health and Dental Insurance plan(s) upon written application to the superintendent. The Board's contribution to such a health plan(s) will be compliant with the terms for post-employment benefits at the time of the Employee's retirement. The plan, however, will be the current plan(s) offered by the Board and is subject to change during the post-employment period.
- D. All Employees receive a health reimbursement account (HRA) contribution to help them cover the annual deductibles on their health insurance.

X. Life and Liability Insurance

- A. The Board will pay for term life insurance for each Employee. The value of the life insurance will be equivalent to the Employee's annual salary or \$10,000, whichever is greater.
- B. The Board will carry liability insurance and will fulfill the legal obligations, if any, imposed on it by §270.58, Wis. Stats.
- C. Employees who were able to purchase additional life insurance under the terms of prior working agreements will have the opportunity to continue to purchase additional life insurance.

XI. Leaves of Absence

All leaves under this provision will be provided and administered consistent with the state and federal Family Medical Leave laws.

A. Paid Time Off

1. Annually each administrative employee, confidential employee, teacher, and regular full-time calendar year employee will be provided twelve (12) days of Paid Time Off.
2. Annually each regular full-time school year employee will be provided eight (8) days of Paid Time Off.
3. Annually each regular part-time employee will be provided six (6) days of Paid Time Off.

4. Paid Time Off replaces what previously was termed sick leave, emergency leave, and personal days. The Employee is responsible for managing his PTO and sustaining his employment accountability.
5. The Board values the work of all district employees and understands the impact that attendance rates have on the quality of student instruction and the organizational learning environment. As such, the District discourages the use of PTO during the first ten (10) scheduled workdays of a school year, days immediately before or after a legal holiday/holiday weekend, district spring break, district professional development days or the last ten (10) scheduled workdays of the school year.
6. A teacher's principal or immediate supervisor shall be given forty-eight (48) hours advance notice for planned PTO. A lesson plan covering the period of absence shall be provided by the end of the school day prior to the planned PTO.
7. Employees will be allowed to bank up to fifty (50) days of Paid Time Off.
8. A veteran Employee who has previously accumulated more than fifty (50) days of sick leave will be credited with fifty (50) days PTO. An Earned Unused Sick Leave Bank (EUSL) will be created for each employee that has a sick leave balance of greater than fifty (50) days as of June 30, 2013. EUSL Bank can be used for medically demonstrable leaves provided all PTO has been exhausted.
9. Beginning July 1st, 2015, at the end of each contract year, employees may choose to save unused PTO up to fifty (50) days or have the current year of unused PTO paid out at the daily substitute rate established under the employee's job classification. Accrued PTO and EUSL Banks are not paid out upon resignation or retirement. The purpose of the accrued PTO and EUSL is to provide coverage until long-term disability insurance benefits become available.
10. The Board will pay for long-term disability insurance that will pay a percentage of the Employee's salary as determined by the insurance carrier beginning on the forty-sixth (46th) consecutive day of a qualifying illness or disability, at which time the regular PTO paid by the Board stops.
11. The Board reserves the right to require a physician's examination report in support of an Employee's continuing absence from duty when it is deemed necessary

B. Professional Leave

1. An Employee may apply to the Board for professional leave. Applications must be received by the superintendent no later than April 1 of the preceding year within which the professional leave is requested. Approval of professional leave is at the discretion of the Board.
2. During the professional leave, the Employee will be a contracted Employee of the Board and eligible to participate in the district's health insurance plan at the Employee's expense.

C. Unpaid Leave

1. Any Employee may apply to the Board for an unpaid leave after PTO days have been exhausted.
2. Approval of an unpaid leave is at the discretion of the Board.
3. Unplanned and unexpected requests for unpaid leave shall be at the discretion of the Superintendent.

D. Family and Medical Leave Policy

This is the policy of the Gibraltar School District (the "District") on the taking of family and/or medical leave by its Employees. Eligible Employees will be allowed up to twelve (12) work weeks of unpaid leave during a calendar year as a result of a birth or placement of a child for adoption or foster care or when a serious health condition is suffered by the Employee or the Employee's parents, son, daughter, or spouse. This leave will be run concurrently with any other leave which is available to the Employee under other District policies or under federal and Wisconsin law. All or a portion of this period may be paid in certain instances. The taking of leave under this Policy will not be used against an Employee in any employment decision, including in the determination of raises or discipline.

1. ELIGIBILITY FOR LEAVE

It is the Policy of the District to provide Employees with family or medical leave if they have worked for at least twelve (12) months with the District and have completed 1,000 hours of employment in the twelve (12) month period prior to the time leave begins.

2. AMOUNT OF LEAVE AVAILABLE

Employees are generally entitled to twelve (12) workweeks of unpaid leave during a calendar year for any one or combination of the following reasons (i.e., time off under a, b and/or c):

a. Birth or Placement for Adoption or Foster Care of a Son or Daughter

Unpaid leave may be taken by an eligible Employee on the birth or placement for adoption or foster care of a child with the Employee. Other than during the 16 weeks before or after a birth or adoption, leave must be taken all at once. Any accrued leave, as defined under the policy of the District, the Employee may have at the time leave begins may be used, or may be required to be used, for this otherwise unpaid time. The paid time used will not be available later.

b. Serious Health Condition of Employee

Unpaid leave may be taken by the Employee in the event the employee experiences a "serious health condition". A serious health condition will generally occur when the Employee receives inpatient care at a hospital, hospice, or nursing home or receives outpatient care which requires a schedule of continuing treatment by a health care provider. Medical leave may be taken all at once or in smaller increments as medically necessary. If leave is taken in smaller increments, the Employee may be temporarily transferred to another job. An Employee must provide the District with a Health Care Provider Certification completed by the treating health care provider. Health Care Provider Certification Forms are available in the District Office. Any accrued leave, as defined under the policy of the District, the Employee may have at the time the leave begins may be used, or may be required to be used, for all or a portion of unpaid leave period. If the leave is required due to a work-related injury, workers' compensation leave will run concurrently with the leave an Employee is entitled to under the law to the extent permitted. Any paid leave used will not be available later.

c. Serious Health Condition of a Son or Daughter or Parent or Spouse

Unpaid leave may be taken to care for a son, daughter, parent, or spouse with a "serious health condition". If leave is requested for such individuals, the Employee must provide the District with a Health Care Provider Certification prepared by the treating health

care provider which states that the individual has a serious health condition and that the employee is needed to care for the person. Health Care Provider Certification Forms are available in the District Office. The medical leave may be taken all at once or in smaller increments as medically necessary. If leave is taken in smaller increments, the Employee may be temporarily transferred to another job at the District. Any accrued leave, as defined under the policy of the District, the Employee has at the time leave begins may be used, or may be required to be used, for all or a portion of the unpaid time. This paid time will not be available later.

Note: Teachers may be required to take continuous leave in certain circumstances even though desiring to take leave on an intermittent basis. Please see the District Superintendent for additional information.

3. NOTIFYING THE DISTRICT OF YOUR NEED FOR FAMILY OR MEDICAL LEAVE

In the event an Employee would like family or medical leave, the District must be notified, in writing, at least fifteen (15) days before the date on which leave is to begin, except in the case of an emergency. The Family and Medical Leave Request Form is available in the District Office. In an emergency situation, notice must be given as to the need for leave as soon as possible but no later than two (2) work days after the commencement of the leave. The failure to timely notify the District of the need for leave may result in the delaying of leave until proper notice is received.

4. HEALTH INSURANCE

The Employee and dependents may continue to receive health insurance coverage, including dental, while on a family or medical leave by paying the regular cost of coverage. An Employee must notify the District of the intent to continue health insurance coverage while on leave. If an Employee has pay substituted for any otherwise unpaid leave, the cost of coverage will be deducted from the amounts available to the Employee. If a leave is unpaid, the Employee must pay for coverage during the period of leave. All premiums due for coverage are due no later than the first day of the month to which coverage relates. Other employment benefits will also be continued during the leave. If an Employee does not pay for the cost of group health plan coverage as required by the District while on leave, the group term health benefits will cease.

5. ADDITIONAL CERTIFICATIONS

The District may request that an employee provide additional health care provider certifications from a health care provider chosen, and paid for, by the District. The District may request that an Employee re-certify as to the continuation of the serious health condition at various points in time.

6. RETURN TO YOUR POSITION AT END OF LEAVE

At the end of an Employee's family or medical leave, he will be returned to his former position or, if the position is filled, to equivalent employment with the District. If an Employee wants to return to work before his leave is to end, and work is available, the Employee must notify the District two (2) work days prior to the desired return date. If the reason for leave was due to the serious health condition of the Employee, a medical release must be provided to the District before the Employee returns to work. If a medical release is not received, the Employee's return to work will be delayed until it is received. For Teachers returning from leave, leave may be required to be extended through the completion of the term in certain circumstances. Please see the District Superintendent for additional information.

7. FAILURE TO MEET POLICY REQUIREMENTS

If an Employee fails to meet the requirements of this Policy for family or medical leave, his request for leave may be denied or delayed until the requirements are met.

If there are questions regarding the operation or interpretation of this Policy, please contact the District Superintendent.

XII. Retirement Planning

- A. During employment, the Employee will pay the amount of the Employee's required annual contribution to the Wisconsin Retirement System as determined by Wisconsin statute. The Board will provide opportunities for payroll deduction to comply with this provision. The Board will pay the amount of the Employer's required annual contribution to the Wisconsin Retirement System.
- B. A veteran teacher who has worked for the district for 10 consecutive years as of July 1, 2013 and retires from the Gibraltar district after age 55, is entitled to the same group health, dental, long term care and life insurance as maintained by the

district with 88% of the premium cost for the base health and dental plan and 100% of life insurance and long term care plans at the current rate being paid by the District for 36 months or until the employee becomes eligible for Medicare/Medicaid, whichever occurs first. Upon reaching Medicare eligibility, the District will pay the same percentage for supplementary insurance coverage for the remainder of the thirty-six (36) months.

- C. For all teachers not covered by paragraph B, the Board shall make an annual non-elective contribution to the District's 403 (b) plan on behalf of an employee. The amount of the non-elective contribution shall be a match of the Employee's elective deferrals to the 403 (b) plan for the year, up to a maximum of \$1,000 per year. The Board's contribution shall comply with all applicable 403 (b) rules and plan provisions.

XIII. Evaluation and Personnel Records

- A. Each Employee will be observed by the Employee's supervisor for the purpose of performance maintenance and improvement. All observation and supervision shall be conducted openly and with the full knowledge of the Employee.
- B. The performances of pupils under the supervision of the Employee also will be recorded and maintained in the Employee's personnel file. Such data will be used in formative and summative evaluation reports.
- C. A summative evaluation report shall be written by each Employee's designated supervisor and filed with the district administrator in a file designated for each individual employee. A summative report schedule will identify one-third of all employee's to be summatively evaluated each year on a three-year rotation. As needed, summative evaluation reports may be written more frequently than one every three years.
- D. Each employee will be given a copy of his summative, three-year evaluation report. The Employee may make a written response to the summative evaluation report to be included in the Employee's personnel file.
- E. Evaluation procedures for teachers and principals will be conducted consistent with state and federal law.

XIV. Employment, Lay Off, and Termination

- A. The Board shall make an annual assessment of employment needs for subsequent school years and shall publicly seek the most qualified Employees to fill district employment positions.
- B. As the Board determines the district's employment needs, the Board may reduce, layoff, or terminate the employment of an Employee without preference, subject to applicable state and federal law. In the event of a layoff, the Employee shall have the right to recall for a period of one (1) calendar year, information related to available positions, and opportunity to interview and/or test for the position. Recall is not a guarantee of a re-employment.
- C. Teacher and Administrator lay off and termination shall be compliant with the applicable Wisconsin statutes.

Draft

Employee Acknowledgement Form

Your Copy – Please Do Not Remove

The District Employee Handbook describes important information about the Gibraltar Area School District. I understand that I should consult the district administrator if I have any questions that are not answered in the Handbook.

I understand and acknowledge that there may be changes to the information, policies, and benefits discussed in this handbook. I understand that the Gibraltar Area School District may add new policies to the Handbook as well as replace, change, or cancel existing policies. I understand that as an Employee of the Gibraltar Area School District, I am subject to all of the policies of the Board and that this Handbook is a guide as to those policies. I understand that handbook changes can only be authorized by the Board of Education of the Gibraltar Area School District.

I understand and acknowledge that this Handbook is not a contract of employment or legal document I have received this Handbook, and I understand that it is my responsibility to read and follow the policies contained or referenced in the Handbook and any changes made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

Please sign both copies. One copy to Employee, one copy in Personnel File.

Employee Acknowledgement Form

Copy for Personnel File – Please Sign and Return to District Office

The District Employee Handbook describes important information about the Gibraltar Area School District. I understand that I should consult the district administrator if I have any questions that are not answered in the Handbook.

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EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

Please sign both copies. One copy to Employee, one copy in Personnel File.