

Gibraltar Area Schools
Fish Creek, Wisconsin

Employee
Handbook

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EMPLOYEE HANDBOOK

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VISION 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.

MISSION STATEMENT

It is our mission to foster a learning environment that promotes student growth and achievement, instructional excellence and academic rigor by offering our students enriched learning experiences in the ARTS, ACADEMICS, ATHLETICS and ACTIVITIES.

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 growth and achievement based upon competency in district, state and federal standards and benchmarks.
- Through adaptable curricular integration of evolving technologies.
- By strengthening the school/home/community communication and partnerships that support child and adolescent development within healthy, orderly and safe environments.

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 considered 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 guarantee 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.

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. Direct policy language will be cited in quotation marks. Copies of Board Policies are available on the Gibraltar Area School District website at www.gibraltar.k12.wi.us. It is important that each employee is aware of the policies and procedures related to the Employee's 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, G, and H below, herein after referred to as "Employee".

- 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 and who serve as the Director of Technology, Business Manager, Maintenance Supervisor, and Administrative Assistant and are herein after referred to as “Confidential Employees”.
This classification also includes the Transportation Supervisor and the Food Services Supervisor who work 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. Full-Time Employees: 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. Full-Time, Calendar-Year Employee: Full-time, calendar-year employees are defined as one who works forty (40) or more hours per week for a full calendar year.
 - 2. Full-Time, School-Year Employee: 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. Part-Time Employees: 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. Other Employees: Coaches, Advisors, Directors, and others who have contracts with the district not included in C.-G.
- I. Equal Employment Opportunity

It has been and shall continue to be the policy of the Gibraltar Area School District to recognize the competence and ability of applicants for employment and of existing employees. The Gibraltar Area 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 Area School District also will recognize and comply with all federal, state, and local laws regarding equal employment opportunities.

LEGAL REFERENCE: Wisconsin Statute 118.20

J. Non-Discrimination Clause (Policy 1422/3122/4122, Policy 3123/4123, Policy 2266)

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.

“The Board of the Gibraltar Area School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District’s Title IX Coordinators are:

District Administrator
3924 Hwy 42
Fish Creek WI 54212
(920) 868-3284 Ext. 215

Secondary Principal
3925 Hwy 42
Fish Creek, WI 54212
(920) 868-3284 Ext. 269

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education’s Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: www.gibraltar.k12.wi.us The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

It is a violation of Board policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information including intentionally making a false report of sexual harassment or submitting a false formal complaint. The Board will not tolerate such conduct.”

The Board designates the following individuals to serve as the District’s Compliance Officers and 504 Compliance Officers/ADA Coordinator:

District Administrator
3924 Hwy 42
Fish Creek WI 54212
(920) 868-3284 Ext. 215

Secondary Principal
3925 Hwy 42
Fish Creek, WI 54212
(920) 868-3284 Ext. 269

K. Statement of Assurance of Compliance with Federal Law

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 Ext 215.

L. Equal Educational Opportunities (Policy 2260)

“The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in any of its student program and activities.”

LEGAL REFERENCE: Section 118.13 Wisconsin Statutes

M. Anti-Harassment and Bullying (Policy 3362/4362, Policy 5517.01)

The Board is committed to a work environment that is free of harassment and bullying of any form. The Board will not tolerate any form of harassment or bullying 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 or bullying against our employees.

N. 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.

O. Reporting Suspected Child Abuse and Neglect (Policy 8462)

“Each District employee who has reasonable cause to suspect child abuse or neglect has occurred or is occurring shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a child by other than accidental means.”

P. Seclusion and Restraint (Policy 5630.01)

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.

III. Employee Duties and Assignment

A. Job Descriptions (Policy 1400/3120.01/4120.01)

Specific job descriptions for all employees are available on the District website.

B. General Duties

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

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.

C. Employment Requirements - Teachers

It shall be the policy of the Board 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 District office. For teachers who do not hold a lifetime license, it is their 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

The Board reserves and delegates to administration the right to reassign any Employee during the course of employment relative to their licensure for certified personnel and certification and qualifications for non-certified personnel. Employees who are interested in reassignment for the subsequent year shall contact their supervisor by January 1st.

Each teacher is responsible for preparing and delivering the District's approved curriculum for their grade level and/or subject area.

E. Supervision of Students (Policy 1213/3213/4213)

All employees of the District will be responsible for the supervision, safety and wellbeing of all students.

F. Health and Safety

In order to provide for the health, safety and well-being of all employees and students, all staff in the building are expected to comply with the following guidelines:

- Stay home if you are sick. The District provides PTO to Employee Groups C through G to cover employee's absences due to illness.
- Wash hands frequently and use hand sanitizer if you are not able to wash your hands.
- Cover any cough or sneeze with a tissue or elbow.
- Clean frequently touched surfaces in the classrooms regularly.
- Face coverings may be worn if an employee or student so chooses.

IV. Employee Progressive Discipline (Policy 3139/4139)

“The Board requires employees to follow the employee handbook, board policies, individual building rules and state regulations. Administrators and/or supervisors are required 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 (Policy 3340/4340)

“It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust.”

118.22, 118.24 Wis. Stats.

VI. Contracts (Policy 3124/4124)

- A. Each Employee will be provided an annual contract or a Letter of Confirmation of Continuing Contract on or before May 15th of the current work year. Employees in Groups C. - G. must return signed contracts to the Superintendent by June 15th. Employees in Group H. will be provided with their contracts prior to the beginning of their season.
- B. Any Employee in groups C., D., and E. who resigns after June 15th without fulfilling their contract 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 for all employees prior to March 1st of the preceding calendar year. The calendar shall comply with Wisconsin statutes related to student instruction and shall optimize the Board's goals for student learning and professional development. The number of contractual and student instructional days is at the annual discretion of the Board.

Teachers and full-time school year employees shall be contracted and compensated for the entirety of the work calendar, not for the number of days of the work calendar.

The regular school year business hours for Gibraltar Area School District are Monday through Friday from 8:00 am 4:00 pm daily. Summer business hours will be posted on the website.

An Employee's typical workday will be defined by their supervisor and/or Administration in accordance with their professional work duties. All teachers will be on duty to supervise and instruct students. They will be provided with a 30-minute duty-free lunch and designated prep time daily. Any time a teacher is assigned to cover a class during their designated prep time, they shall be paid their per diem rate.

By May 1st, the administration shall present to the Board a schedule of instructional assignments for the subsequent school year.

- B. Paid vacation shall be provided to Employees who hold full-year contracts.
1. Administrative calendar coordination will ensure that an administrator is present in the school on every day of scheduled student instruction.
 2. All vacation requests need the approval of the employee's supervisor.
 3. Continuing Confidential Employees and Continuing Full-Time, Calendar-Year Employees shall be provided each year with the number of weeks of vacation they have vested.

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. After the fifteen years of

continuous employment, this Employee shall be provided four (4) weeks of vacation per year.

- C. Administrators; Confidential Employees; and 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 part-time and 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. Employee Group E does not get paid holidays.
- E. When school is closed due to weather or safety conditions,
 - 1. The Superintendent (or their designee in their 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. When school is closed in the a.m. due to weather and travel safety concerns for students and employees, the administrator reserves the option to maintain scheduled school events in the p.m. should weather and travel permit.
 - 4. Building and Grounds employees are required to come to work in order to maintain the safety of sites and facilities, unless notified by their Supervisor.
 - 5. In the event that school is cancelled, all employee contracts will be made whole.
 - 6. Any lost instructional time will be made up at the end of the school year. Time designated by the District as virtual learning will be counted as days of instruction.
 - 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 for Hourly Employees
 - 1. All overtime must be pre-approved by your Supervisor.
 - 2. Work Week

The workweek is defined as Sunday through Saturday.

3. 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.
4. **Sunday Premium**
Employees required to work on Sundays shall be paid at the rate of double time (2x) the employee's regular hourly rate for all hours worked.

G. Extra Time Compensation for Salaried Employees

1. All extra time to be worked by salaried employees must be pre-approved by the employee's immediate supervisor. Time cards that are not pre-approved will not be compensated.

H. Days Excluded for Scheduling School Activities (Policy 2430)

1. "The Board shall not schedule activities or events on Wednesday evenings after 3:30 p.m. for grades K-8 and 6:00 p.m. for grades 9-12, Sundays, and the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. All planned exceptions must be pre-approved by the Board and notice of the exceptions given to parents of students involved in such activities prior to the date of exception. All emergencies must be pre-approved by the Superintendent."

VIII. Salary and Benefits (Policy 3425/4425)

A. The Board shall establish an initial salary point for each newly hired Administrator, Confidential Employee, and Teacher.

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 salary point/hourly rate will establish each individual's annual, per diem, and hourly rates of pay for future salary purposes.
3. The Board may consider an employee's request for an annual salary adjustment. Such requests may be considered at the Board's regularly scheduled business meetings at the second meeting in May and the first meeting in June.

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. The Employer shall provide payment for Social Security and long-term disability insurance. Information regarding Social Security and long-term disability is available upon request from the District Business Office.
- D. The Employee will be responsible for the costs incurred to maintain the Employee's professional license.
- E. 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.

- F. The employer shall provide bus drivers with a \$40.00 monthly stipend for the use of their personal cell phone for District transportation business.
- G. The Board is committed to continued compensation for an Employee's professional status. Compensation for professional development shall be made as follows:

1. **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.

Employees with a Master's degree will have a salary point of no less than \$62,000 per year.

2. **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.

3. **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.
4. **Costs for Board-directed Professional Development Credits** earned in subjects that are directly related to the Employee's competency in affecting the Employee's instructional assignment will be reimbursed.

IX. Health, Dental and Voluntary Insurance (Policy 1619/3419/4419, Policy 1619.02/3419.02/4419.02, Policy 1619.03/3419.03/4419.03)

- A. All full-time calendar and school year Employees are eligible to subscribe to the Board's health, dental, vision, critical illness, hospital indemnity, and accidental insurance plan. The Employee shall pay 12% of the base health and dental plan and 100% of the vision, critical illness, hospital indemnity, and accidental insurance plan offered by the District.
- B. In the case of spouses both being employed by the District, the electing employee shall pay 5% of the base health and dental plan. Each eligible spouse may elect to subscribe to an additional individual dental plan if they so choose at 5% cost to the employee.
- C. All part-time Employees are eligible to subscribe to the Board's health and dental insurance plan. The employee shall pay 25% of the cost of the policy premium for which he/she applies.
- D. A retired Employee with rights to post-employment health benefits is eligible to subscribe to the Board's health, dental, and vision insurance plan(s). 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.

- E. All Employees receive a health reimbursement account (HRA) contribution to help 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 in groups A through G. 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, in accordance with §270.58, Wis. Stats.
- C. Employees will have the opportunity to continue to purchase additional life insurance at the employee's expense.

XI. Leaves of Absence (Policy 3430/4430)

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. Paid Time Off is limited insurance against the loss of employment compensation due to the employee's not being available to work. In the event of a significant health/life event, banked PTO assists an employee to sustain employment compensation until the employee is eligible for Long-Term Disability.
2. Annually each administrative employee, confidential employee, teacher, and full-time calendar year employee will be provided twelve (12) days of Paid Time Off.
3. Annually each full-time school year employee and bus drivers will be provided nine (9) days of Paid Time Off.
4. Annually each part-time employee will be provided six (6) days of Paid Time Off.
5. Employees in Group H are not eligible for PTO.
6. The Employee is responsible for managing the Employee's PTO and

sustaining employment accountability, including the impact of employee absence upon the quality of student instruction and the organizational learning environment.

- a. The Board restricts multiple days of planned PTO requests during the following times of the school year: the first ten (10) days of the school year, the week immediately preceding and following Thanksgiving, Winter Break, and Spring Break vacations and the last ten (10) days of the school year. Individual days or hours of PTO during these times may be requested.
- b. An employee may request planned PTO during any one (1) but not more than one (1) of the above restricted periods per year. An employee will not be approved for planned PTO in a restricted time on consecutive years.

The availability of qualified substitute personnel will be a condition of approving a planned PTO request.

- c. Planned PTO will not be approved on contractual days designated for district professional development. The PD that is missed for other PTO reasons must be made up by the employee outside of subsequent contract time as directed or approved by the employee's immediate supervisor.
- d. Planned PTO will not be approved for Parent-Teacher Conference Days. In the event of unplanned PTO, teachers will make themselves available to parents at a different time.

The above holds excepting time off for FMLA, bereavement, jury duty, organ donation, volunteer emergency services, and court-required days. (Policy 1630.01/3430.01/4430.01, Policy 3431/4431)

Exceptions to this language may be appealed to the Board.

7. 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.
8. A request to use consecutive, multiple days of planned PTO must be approved by the employee's immediate supervisor or principal. This type of request may be denied in order to sustain continuity of instruction and professional duties.
9. Employees will be allowed to bank up to fifty (50) days of Paid Time Off.

10. 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.
11. 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.
12. An employee may transfer any annual and/or accrued unused PTO to another employee in the event of substantial loss of income due to medical or catastrophic emergency; subject to Board approval.
13. 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 calendar day of a qualifying illness or disability, at which time the regular PTO paid by the Board stops.
14. 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.
15. With the completion of fifteen (15) years of consecutive District employment, an employee is eligible upon resignation for the purpose of retirement to receive a one-time cash payment for the residual of fifty (50) days of PTO (see #9 above). To comply with IRS regulations regarding constructive receipt, the value of the cash payment is 90% of the employee's per diem in the final contract of employment.

B. Professional/Sabbatical Leave

1. An Employee may apply to the Board for professional unpaid 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. FMLA (Policy 1630.01/3430.01/4430.01)

<https://www.dol.gov/agencies/whd/fmla>

<https://dwd.wisconsin.gov/er/civilrights/fmla/>

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 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 prior to July 1, 2013 and retires from the Gibraltar Area School District after age 55, is entitled to the same group health, dental, 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 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 (Policy 1240/3220/4220, Policy 8320)

- 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 teacher 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 employees to be summatively evaluated each year on a three-year rotation. As needed, summative evaluation reports may be written more frequently than every three years.
- D. Each employee will be given a copy of the Employee's 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 (Policy 1220/3120/4120, Policy 3131/4131, Policy 1241/3140/4140)

- 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, lay off, or terminate the employment of an Employee without preference, subject to applicable state and federal law.
- C. Employee lay off and termination shall be compliant with the applicable Wisconsin statutes.

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 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

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