

Gillett School District

# Teacher Handbook

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## **Gillett School District Teacher Handbook**

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

This Teacher Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. Nothing in this Handbook alters the right of the District to end the employment relationship for any legal non-arbitrary or capricious reason.

The Board reserves the right, with or without notice to add, delete or change any or all of the provisions herein as it feels necessary for the good of the District.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The District will not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, sex, marital status, national origin, religion, disability or sexual orientation, citizenship, pregnancy, political affiliation, arrest record, conviction record, military service, use or nonuse of lawful products off the District's premises during non-working hours, and any other reason prohibited by state or federal law.

#### **1. TEACHER CERTIFICATION**

The term *teacher* means any person who is required to hold a certificate issued by the Department of Public Instruction (e.g., classroom teachers, counselors, etc.). A teaching contract cannot be issued to any person not legally authorized to teach. All teaching contracts shall immediately terminate if and when the legal authority to teach terminates. Evidence of such legal authority to teach must be filed with the District Administrator prior to the effective date of the teaching contract. If a teacher changes his/her certification with the Department of Public Instruction, he/she must immediately notify the District Administrator in writing.

## **2. PAY POLICY**

### **a. Payroll Dates:**

Teachers will be paid every other Friday. Payments will be made in twenty-six (26) equal payments. The last payroll cycle(s) in the month of June will include the remaining payments of your twenty-six (26) pays.

### **b. Direct Deposit:**

Payroll will be distributed by direct deposit to one designated bank account.

### **c. Salary:**

The District will comply with State Statute as to teacher compensation. Teachers will receive individual notice as to their salary through individual teaching contracts prior to the beginning of each school year.

## **3. PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST**

As a requirement for employment, teachers will be required to have a physical examination, skin tuberculin test, and drug screening prior to the first working day. The cost of the physical examination shall be paid by the school district. The provider will be selected by the District. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental problems that affect his/her performance in the classroom. The employee shall be notified of the reason for the special examination, which may include alcohol and/or drug testing. Such examinations will be arranged and paid for by the District.

## **4. INDIVIDUAL CONTRACTS**

Individual contracts will be issued as specified through State Statute.

## **5. DAYS AND HOURS OF WORK**

### **a. School Calendar:**

The District will set a school calendar for each school year.

### **b. Work Day and Professional Obligations:**

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Administration. Teacher work days may extend beyond the "normal" work time due to professional obligations that need to be completed. Some examples (not all inclusive) of professional obligations are the following:

- Attendance at IEP meetings
- Attendance at faculty meetings
- Attendance at open house/meet the teacher
- Teacher initiated communication to a parent/guardian
- Response to parent/guardian communication
- Careful preparation of instructional material

Participation in school activities such as: graduation, public performances of children in plays, concerts, athletic events or other extra-curricular activities are encouraged.

## **6. EXTENDED CONTRACTS/EXTRA APPOINTMENTS**

### **a. Curriculum Writing:**

Employees who voluntarily agree or are assigned to write curriculum for the District beyond the school day, week, and/or school year shall receive the current rate of pay for curriculum writing.

### **b. Summer School:**

Employees who are employed through a separate summer school contract to teach summer school courses shall receive the current hourly rate of pay for summer school.

### **c. Extra-Curricular:**

Employees who voluntarily agree or are assigned to extracurricular supervision for the District beyond the school day, week, and/or school year shall receive the current rate of pay for extracurricular.

### **d. Weight Room:**

Employees who voluntarily agree or are assigned to the weight room supervision for the District beyond the school day, week, and/or school year shall receive the current hourly rate of pay for weight room supervision.

## **7. EXTRA CLASS PAY**

In grades 6-12, a teacher who is assigned an overload class will be paid according to District practices.

## **8. MILEAGE PAYMENTS**

Where employees are required to use their personal vehicles for school purposes, they will be reimbursed for such use at the prevailing IRS allowable mileage rate, after a voucher has been properly submitted to the Business Manager upon written approval of the building principal.

**9. EXTRA CURRICULAR**

The District will support the extra and co-curricular programs. Payment amounts will be listed on individual letters of appointment.

**10. SICK LEAVE**

a. Sick Days

All full time employees are granted eleven (11) days sick leave for each full year of service.

Calendar Year Employees: Each employee shall be credited with a maximum of eleven (11) days per contract year.

Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

Sick leave for employees hired before July 1, 2012 will accumulate for full-time and part-time employees to a maximum of 121 days. Sick leave for employees hired on or after July 1, 2012 will accumulate for full-time and part-time employees to maximum of 101 days. For accumulation purposes no more than 110 days may be carried over for employees hired before July 1, 2012. No more than 90 days may be carried over for employees hired after July 1, 2012. Such sick leave will be accessed only when the employee is ill or as stipulated in other specific provisions of this handbook. Any teacher obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.

If at all possible, each employee shall be required to call Aesop (Substitute Calling System) by 6:30 am. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

Sick leave must be utilized under Family Medical Leave Act (FMLA) purposes noted in Appendix E.

b. Advance Notice and Use

If any employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the District Administrator/or designee as far in advance as possible in writing of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the teacher will be unable to perform his/her normal work function. Teachers will be required to begin using sick leave on the date which



their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the District Administrator/or designee at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal teaching duties.

c. Medical Certification

The District Administrator may require a certificate from the teacher's physician that an employee on sick leave is medically unable to perform his/her normal teaching duties and the District Administrator may require such medical certification from time to time until the employee returns to his/her normal duties. The District will pay for the cost of the physician's certificate if the validity of the leave is verified by the physician. If an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned teaching duties, he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual service days and/or school days missed due to medical inability to perform his/her normal duties.

d. Return to Duty

When an employee's return to work occurs near the end of the semester or if the District feels that it would be in the best interest of the pupils to delay the change in teachers, a teacher returning from sick leave may have his/her return to normal teaching duties delayed until a time felt appropriate by the Board. The Board and District Administrator have the option to require the returning teacher to perform tasks in the school other than those normally assigned to the returning teacher or to have the returning teacher perform curriculum development work until such time as the Board and District Administrator feel that teacher transition is advisable.

**11. ABSENCES OTHER THAN SICK LEAVE**

a. Bereavement/Funeral Leave

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence, up to five (5) day(s) off work with pay. Such days shall be deducted from the employee's accumulated sick leave. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family employees shall be granted, up to three (3) day(s) with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins,

and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave.

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

b. Child/Spouse Illness Care

Up to a maximum of three (3) days of sick leave may be utilized for the illness of household-dependent children or spouse. Except where the Family Medical Leave Act may be applied to the contrary, any leave granted for dependent child or spouse care will be deducted from accrued sick leave.

c. Individual Personal Leave

A teacher may use two (2) personal days per year, to conduct any matters they deem necessary; limited to these guidelines.

Part-time employees will receive personal leave on a pro-rated basis based on the number of hours they are scheduled to work.

Personal leave may be allowed in increments of one-half day or full day. Personal time may be utilized hourly if administration determines a substitute is not needed.

A request in writing to the Administrator shall be made as far in advance as possible, with a minimum of twenty four (24) hours. Emergencies may delay the submission of the written statement until the employee returns to work.

The Administrator has the right to approve or disapprove all requests.

No more than two (2) employees per building may take personal leave on any given day when school is in session unless the District Administrator or his/her designee grants approval to exceed the two (2) employee limit.

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day or District testing days. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. These personal days shall be non-cumulative, unless otherwise stated in an individual contract.

d. Jury – Court Leave

If a teacher is subpoenaed to appear before a court or tribunal, through no issue or fault of his/her own, or is required to perform jury duty, that teacher shall receive his/her regular pay for those days upon prior approval from the District Administrator. Those days shall not be deducted from the teacher's accumulated sick leave. If a teacher performs jury duty/subpoena and receives his/her regular salary, he/she shall remit any pay he/she receives for jury duty/subpoena back to the District.

e. Authorized Leave Without Pay

Leave without pay may be granted by the District Administrator with recommendation by the principal for those occasions which are not disruptive to the normal operation of the school. Authorized leave requires a notification to be given to the building administrator immediately in event of an unanticipated situation or one week in advance of an anticipated situation. Other available leave options should be exhausted prior to employee requesting authorized leave without pay.

Pay shall be deducted for authorized absence other than sick leave according to the following formula: Number of days absent divided by the total number of contract days, multiplied by the contracted salary. This does not apply to absence to attend meetings, in-service programs, workshops, etc. authorized by the District Administrator. Teachers requesting and granted more than two days, per school year, of leave without pay, will be permitted to continue insurance benefits at their own expense. The District will prorate the additional days of approved leave without pay insurance benefits as an employee expense.

f. Extended Leaves

After one year of service and upon exhaustion of accumulated sick leave benefits, the Board may, by special action, grant extended sick leave without pay up to a maximum of one (1) year to a teacher who submits such a request for consideration. Teachers granted an extended leave will be permitted to continue insurance benefits at their own expense.

g. Unauthorized Absences

All unauthorized absences shall be deducted from the teacher's pay according to the following formula: number of days absent divided by the total number of contract days, times the contracted salary. If a request for an authorized absence is denied and the teacher willfully absences himself/herself from his/her teaching station for any day, or makes false representation to obtain such leave, this absence can be cause for discipline up to and including dismissal.

h. Family and Medical Leave Act

The District agrees to provide all leave benefits required under the Wisconsin Family Medical Leave Act, Section 103.10 Wis. Stats., as it may be amended from time to time and the federal FMLA. The benefits provided shall run concurrently with any required leave under Section 103.10 Wis. Stats. to the extent allowed by law. Leaves shall be consistent with the District FMLA guidelines noted in Appendix E and must be used for medical purposes according to the FMLA paperwork submitted.

i. Military Leave

Any teacher who enters service in any of the armed forces of the United States shall, upon termination of such service by honorable discharge or other evidence of good standing, be entitled to reemployment in accordance with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and other applicable federal and state laws.

**12. BENEFITS**

The District reserves the right to select carriers, administrators and plans or to self-fund for any insurance benefits provided. Employees employed seventy-five percent (75%) but less than full-time may be eligible for benefits prorated accordingly. If the employee has an assignment less than seventy-five percent (75%), they do not qualify for benefits. Coverage will commence on the first day of the month after employment. The health and dental insurance benefits described in this manual and the appendix terminate according to the following schedule:

- If an employee resigns or is terminated during the term of his/her individual contract, the District coverage shall cease at the end of the month the resignation or termination becomes effective.
- If an employee resigns or is terminated who has completed the school year, his/her insurance coverage shall terminate as of August 31.

See the attached Appendix (A) for specific premium information.

In the event there is any inconsistency between the actual plan documents and this handbook or Appendix (A), the plan documents control.

a. Health Insurance

Group health insurance will be available to those meeting eligibility requirements. The Board of Education will insure that the appropriate filing with the IRS will be completed to insure the teacher's insurance premium contribution will be subject to Section 125.

If both spouses are employed by the District and are eligible for health insurance, the employees will be eligible for one family plan or two (2) single plans at the discretion of the District.

For detailed information on the District's health insurance plans please refer to Appendix (A1).

b. Alternative Benefit Election (Cash in Lieu of Health Insurance)

If you choose not to take the health insurance coverage from the District's plan, you will receive cash payments (\$5,000 for family or \$3,000 for single) in lieu of health insurance. This would be added to your paycheck. It is subject to FICA, Medicare, Federal and State tax withholdings.

c. Dental Insurance

Dental insurance will be available to those meeting eligibility requirements. For detailed information on the District's dental insurance plan please refer to Appendix (A2).

d. Life Insurance

The Board will make life insurance available to teachers. Teachers may be able to continue the current policy by paying his/her life insurance premium after he/she retires subject to plan regulations. For detailed information on the District's life insurance plan please refer to Appendix (A6).

e. Vision Insurance

Vision Insurance will be available to employees desiring such coverage. For detailed information on the District's vision insurance plan please refer to Appendix (A3).

f. Long-Term Disability Insurance

Long-Term Disability Insurance will be available to employees desiring such coverage. For detailed information on the District's long-term disability insurance plan please refer to Appendix (A4).

g. Short-Term Disability Insurance

Short-Term Disability Insurance will be available to employees desiring such coverage. For detailed information on the District's short-term disability insurance plan please refer to Appendix (A5).

h. Reduced Child Care

Fees for employee(s) child(ren) shall be available as set by the school board.

i. Workers' Compensation

The District will provide Workers' Compensation as required by law.

j. Tax Sheltered Annuity (TSA)

A TSA program will be available to teachers in accordance with the District's 403(b) program. Tax sheltered annuities will be limited to no more than five (5) companies that meet Internal Revenue Service (IRS) criteria. The District may limit the number of companies available.

k. Flex Benefit Plan

A Flex Benefit Plan will be made available to teachers for daycare and additional qualifying health costs. For detailed information on the District's flex benefit plan please refer to Appendix (A7).

l. Wisconsin Retirement System

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

m. New Teacher Mentor Program

Teachers can enroll in this program for the last three years working before retirement but the teacher must have a minimum of fifteen continuous years of service with the District and be WRS retirement eligible. The teacher would receive an additional \$400/month for those three years. For those eligible for post-employment health insurance would need to take one or the other benefit. A teacher cannot utilize both the post-employment health insurance and the new teacher mentor program.

**13. POST EMPLOYMENT BENEFIT**

Teachers 55 years of age, or older, who have 15 years of current continued service or more in the District *and* who retire shall be eligible to remain in the group insurance programs maintained by the District. In consideration of the fact that the Gillett School District does not offer duplicate insurance to an employee (either because the spouse of an employee has insurance with the District or because an employee chooses to be covered personally only by their spouse's policy) the Board shall make the same hospital/surgical/medical/dental insurance contribution on behalf of retirees, either single or family plan that are made on behalf of all other teachers, either a single or family plan as determined by the retiree, for a period of four (4) years following a retiree's retirement to the extent allowed by the insurance carrier. Once a retired teacher becomes eligible for Medicare, insurance benefits end with the District.

Teachers who retire early under this provision may select which four (4) consecutive years they wish said year's coverage to be implemented, provided this is permitted by and is subject to the terms and conditions of the insurance carrier.

As of July 1, 2012, Post Employment Benefits will cease. Employees that have accumulated current years of service within the district the following years of service will be utilized to calculate post-retirement benefits:

- Years of service 5-8 one (1) year of post-retirement health insurance.
- Years of service 9-12 two (2) years of post-retirement health insurance.
- Years of service 13-14 three (3) years of post-retirement health insurance.
- Years of service 15-on four (4) years of post-retirement health insurance.

#### Early Retirement Benefit Notification

(This does not apply to teachers hired or rehired after July 1, 2012).

Teachers who may qualify and who wish to use the retirement benefit must notify the District Administrator, in writing, by March 15<sup>th</sup> of the final teaching school year. To be eligible for the Early Retirement Benefit, the teacher must have been hired by the Gillett School District prior to July 1, 2012, must be age fifty-five (55) or older, and have taught at least fifteen (15) current consecutive years in the Gillett School District. For this purpose, age shall mean the age of the teacher on September 1<sup>st</sup> of the school year which would follow the last school year taught.

Post-retirement benefits will be evaluated annually to determine the continuation of said benefits.

#### **14. EVALUATIONS**

During a teacher's first two (2) years in the District he/she shall be evaluated a minimum of two (2) times annually. Thereafter, teachers will be evaluated according to a minimum to comply with Wisconsin State Statutes.

#### **15. REDUCTION IN FORCE, POSITION AND HOURS**

##### a. Reasons for Reduction in Force

If the District determines to reduce the number of positions (full reduction) or the number of hours in any position (partial reduction), the provisions set forth in this section shall apply.

b. Notice of Reduction

The District will provide notice of reduction in accordance with individual contracts and applicable law.

c. Selection for Reduction

The District reserves the right to make full or partial reductions. In deciding which positions to reduce or eliminate as well as the individuals affected, the District shall act in the best interest of student needs and district's needs. Factors taken into account may include, but are not limited to, performance evaluations, experience, certification, length of service, positive contributions to building and district initiatives and other relevant considerations determined at the discretion of the district.

**16. RESIGNATION/LIQUIDATED DAMAGES**

Any teacher may, by serving notice to the District before June 15, terminate his/her contract for the succeeding year without penalty. A teacher serving notice to the District after June 15 but prior to August 1 will have a penalty of \$500. A teacher serving notice to the District after August 1 but prior to the start of inservice will have a penalty of \$1,500. A teacher serving notice to the District after the start of inservice but prior to the commencement of the school year will have a penalty of \$3,000. A teacher serving notice to the District after the start of the school year will have a penalty of \$5,000. The Board in its discretion may waive the liquidated damages.

**17. DISCIPLINE, NON RENEWAL AND TERMINATION**

a. Standard for Non-renewal for Teachers

A teacher may be non-renewed for any legal reasons which are not arbitrary or capricious. Non-renewal shall be subject to the District's grievance procedure. Non-renewal shall also be subject to the provisions of section 118.22, Wis. Stats.

b. Standard for Discipline and Termination

A teacher may be disciplined or terminated for any legal reasons which are not arbitrary or capricious. Such discipline or termination shall be subject to the District's grievance procedure.

c. Disciplinary Materials

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



**18. GRIEVANCE PROCEDURES.**

The District's Grievance Procedure is attached to this handbook as Appendix B.

**19. HARASSMENT/VIOLENCE/BULLYING IN THE WORKPLACE**

The school district of Gillett does not tolerate harassment in any form and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. It is the policy of the district to maintain and promote a learning environment and working conditions free of any form of harassment or intimidation towards and between students or its employees. This policy prohibits such harassment by any employee, student, parent, or other third party against the District's employees. Appendix (C) provides more detail regarding this matter and provides employees with the appropriate procedures for raising complaints.

**20. DRUG-FREE WORKPLACE**

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the illegal use or evidence of illegal use of any controlled substance. For further information, see Appendix (D).

**21. EMPLOYMENT BACKGROUND CHECKS**

To more adequately safeguard students and staff members, the Board may inquire into the background of persons recommended for employment or those presently employed by the District.

**22. STAFF CONDUCT**

Information on the expectations regarding appropriate staff conduct is available under Board Policy. All employees are expected to comport the values accordingly. Violations of this policy will subject the employee to disciplinary action as determined by the District Administrator.

## APPENDIX A

### EMPLOYEE BENEFITS/INSURANCE

The following is a summary of benefits provided to employees through insurance. The Board strives to provide a comprehensive and cost-effective benefit package. The benefits described in this summary are subject to change as deemed necessary by the Board. Any such changes will be communicated to employees in advance of the effective date of any such changes.

**1. Health Insurance**

The District will pay eighty-six and half percent (86.5%) toward health insurance benefit premiums.

**2. Dental Insurance**

The District will pay one hundred percent (100%) toward dental insurance benefit premiums.

**3. Vision Insurance**

Teachers will be responsible for the full premium of coverage if elected. Voluntary vision coverage has both single and family plans with a four-year rate guarantee. A minimum of two (2) employees must sign up for this benefit to be offered.

**4. Long-Term Disability Insurance**

The District will pay the full premium for each teacher participating in the District long-term disability insurance program at coverage levels determined by the Board.

**5. Short-Term Disability Insurance**

Teachers will be responsible for the full premium of coverage if elected.

**6. Life Insurance**

The District will pay forty-one (41%) for each teacher participating in the District group life insurance program at coverage levels determined by the Board. Teachers may be able to continue the current policy by paying his/her life insurance premium after he/she retires.

**7. Flex Benefit Plan**

The District will match up to \$250 in a flex spending account (FSA) for health care. Amounts contributed less than \$250 by the employee will be matched dollar for dollar, with an amount not to exceed \$250.

## APPENDIX B

### GRIEVANCE PROCEDURE

#### Definitions:

1. A grievance shall mean a dispute regarding the application of School Board policies pertaining 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 or alleged violation took place;
  - F. The specific provision of the Employee Handbook/Board Policy or workplace safety rule alleged to have been violated; and
  - G. The signature of the grievant and the date.
2. "Days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee as defined by state statutes governing this grievance procedure.
4. "Workplace safety" means a hazardous condition in the workforce, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health safety code, regulation or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee. Further, a grievance over an alleged workplace safety issue under this grievance procedure is appropriate only if:
  - A. The safety of at least one employee is involved (as opposed to exclusively the safety of students or visitors);
  - B. The issue concerns the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions);
  - C. The grievance is filed by an employee who is presently affected by the issue, or who might reasonably in the future be affected by the issue (i.e., an employee otherwise lacking any interest in the issue may not file a grievance on behalf of another employee); and
5. D. The issue presented by the grievance must be under the reasonable control of the School District.
6. "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 improvement plans or corrective actions that do not include a reprimand or other adverse employment action or placing an employee on administrative leave pending an investigation..

7. "Termination" means discharge from employment including . non-renewals and layoffs. Termination does not include job transfers within the District or the completion of the term of a contract for a temporary employee who is not subject to Section 118.22 Wis. Stats..

**Grievance Processing Procedure:**

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution:

An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if an answer is not provided within ten (10) days, the grievant(s) may file a written grievance.

Step Two - Written Grievance:

If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if an answer is not provided within the timeframe allotted, the grievant(s) may file an appeal to the District Administrator.

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

Step Three - Appeal to District Administrator:

If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or an answer is not provided within the allotted timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer:

If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

The IHO will be designated by the District Administrator. Any costs incurred by the IHO will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, determine what evidence and testimony is admissible, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence." In termination and discipline cases, the District shall have the burden of proving that its action was not arbitrary or capricious. In workplace safety cases, the employee shall have the burden.

The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision.

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

Step Five – Appeal to School Board:

If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

**Time Limits:**

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

**Grievant's Right to Representation**

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing at the grievant's cost.

**Consolidation of Grievances**

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

**Group Grievances**

Group grievances involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

## APPENDIX C

### Violence/Bullying in the Workplace

Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District-sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

#### Definitions as Used Under this Section:

Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

Threat: A communicated intent to inflict physical or other harm on any person or property.

Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

- Assault or battery.
- Blatant or intentional disregard for the safety or well-being of others.
- Commission of a violent crime or ordinance violation.
- Dangerous or threatening horseplay or roughhousing.
- Direct threats or physical intimidation.
- Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
- Physical restraint, confinement.
- Possession of weapons of any kind on District property [please see section 3.36].
- Stalking.
- Any other act that a reasonable person would perceive as constituting a threat of violence.



Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

## APPENDIX D

### Drug-, Alcohol-, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion of alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, physical coordination or body odors of the employee. A supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance

of Driver Alcohol and Drug Testing Policy/Procedures” (Policy EEB Drug and Alcohol Use Bus Drivers & EEB-1 Drug and Alcohol Testing for Bus Drivers).

- E. Consequence for Violation: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary actions. Compliance with the District’s policies and rules is mandatory and is a condition of employment.
  
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

## APPENDIX E

### FAMILY MEDICAL LEAVE ACT (FMLA) GUIDELINES

#### Eligibility Requirements

- **Wisconsin FMLA** - Employees who have been on the payroll for 52 consecutive weeks, and have been paid for at least 1000 hours in the previous 52-week period are eligible for Wisconsin Family and Medical Leave.
- **Federal FMLA** - Employees are eligible for Federal FMLA leave if they have worked for the Gillett School District for at least 12 months at any time within the last seven years, for 1,250 hours over the previous 12 months.

**Basic Leave Entitlement** (If eligible) (Minimum of three days in length for serious health condition)

#### **Wisconsin FMLA (*Runs concurrently with Federal FMLA*)**

Wisconsin law requires covered employers to provide:

- Up to 2 weeks of leave in a calendar year for the employee's own serious health condition. (Employee may substitute available paid leave)
- Up to 2 weeks of leave in a calendar year for the serious health condition of an employee's spouse, domestic partner (if registered), dependent child, parent, parent-in-law, or domestic partner's parent (if registered). (Employee may substitute available paid leave)
- Up to 6 weeks of leave in a calendar year for the birth or adoption of the employee's child. (Employee may substitute available paid leave)

**Federal FMLA (*Runs concurrently with Wisconsin FMLA*)** Federal FMLA requires covered employers to provide up to 12 weeks of **unpaid**, job-protected leave to eligible employees in a 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth. (Unpaid)
- To care for the employee's child after birth, or placement for adoption or foster care. (Unpaid)
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition. (Unpaid)
- For a serious health condition that makes the employee unable to perform the employee's job. (Employee may substitute available paid leave)

(\*Week = Workweek

\*Workweek = 5 days)

**RECEIPT OF EMPLOYEE POLICY HANDBOOK**

I acknowledge that I have received a copy of the Gillett School District Employee Policy Handbook. I understand and acknowledge that nothing contained in the Employee Policy Handbook or any other rules, regulations, policies or practices promulgated by the Gillett School District should be interpreted or construed as conferring employment for a given term or as an employment contract.

I also understand that it is my responsibility to become familiar with all of the information contained in this Employee Policy Handbook as well as any other rules, regulations, policies or practices promulgated by the Gillett School District pertaining to my employment and to adhere to such. I may ask the District Administrator to clarify any information in this Employee Policy Handbook that I do not understand. I acknowledge that this Employee Policy Handbook, as presented to me, supersedes any prior collectively bargained agreement pertaining to the same and that any oral or written statements or promises to the contrary are disavowed by the Gillett School District.

Date Received: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. Employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Gillett School District Board of Education reserves the right to add, delete or change any or all of the benefits as necessary for the good of the Gillett School District.

**Employee's Copy**

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Date Received: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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**District's Copy** (to be signed and submitted with individual contract)