

# **Sturgeon Bay School District**

## **EMPLOYMENT HANDBOOK FOR SUPPORT STAFF MEMBERS**

**DATE JULY 1, 2023**



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## **INTRODUCTION**

### **INTRODUCTORY STATEMENT**

This Employee Handbook has been prepared for support staff employees including Maintenance, Custodian, General Custodian, Secretary I& II, General Secretary, Kitchen Manager, Head Cook, Food Service Helpers and Servers, Teacher Associate. The provisions described herein are the terms and conditions governing employment in the Sturgeon Bay School District (“District”) and compliance with them is required.

This Employee Handbook is a collection of selected employment policies and procedures, as well as rules and regulations of the District. It has been prepared to familiarize all support staff members with these policies and procedures, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each support staff member’s responsibility to read and become familiar with this information and to comply the policies adopted by the Board and/or the administrative guidelines promulgated by the Superintendent that are available electronically on the District website, as well as the rules and regulations contained herein.

If you have questions regarding any of the Board policies and/or Superintendent’s administrative guidelines, and/or the rules or regulations set forth in this Handbook, or about matters which are not covered, please direct them to your immediate supervisor.

### **DISCLAIMER STATEMENT**

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies and procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the District’s employees are employed “at-will”, and employment is not for any definite period, unless otherwise provided by individual contract. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the District or the employee. The District’s staff employed under individual contracts with the Board may be terminated or nonrenewed consistent with the terms of the individual contract.

Furthermore, any staff members who violate any of the terms and conditions of employment set forth in this Employee Handbook may be subject to disciplinary action in accordance with Policy 4139-Staff Discipline.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District, with or without notice. This Employee Handbook supersedes any and all previous handbooks, statements, policies and procedures, rules, or regulations given to employees, whether verbal or written.

## STATEMENT OF PHILOSOPHY

The School District of Sturgeon Bay believes that a school system in America has an obligation to continually strive to instill in each individual, according to his/her abilities, the knowledge, skills, attitudes, and values necessary for effective living in a free and changing society based on the rights and responsibilities embodied in our American heritage.

It is the aim of this school district to provide a diversified program of educational experiences to youth and to cooperate with the home, church and community to promote the development of individually different but effectively educated citizens.

Within the classroom, emphasis should be on the development of fundamental skills and knowledge, as well as on breadth and depth of materials according to the student's ability. This can best be accomplished through a varied and flexible curriculum presented in surroundings that promote good work and study. The needs of the students, their parents, and the community demand an honest appraisal of student ability, flexible learning programs, and a healthy respect for learning itself. Likewise, recognition of the obligation to stimulate the ability to think objectively, to draw conclusions, and to make decisions is accompanied by an awareness of significant and desirable social and personal values.

## CHAIN OF COMMAND – ORGANIZATIONAL CHART

The chain of command is the formal line of authority, communication, and responsibility within the District.

(See also Policy 4112– Board-Staff Communications)

## PURPOSE

The Board will operate and manage the school system and its programs, facilities, properties and school-related activities of its employees, and it is expressly recognized that this operational and managerial responsibility includes, but is not limited to, the determination and direction of the working force; the right to subcontract for goods, services or work that is deemed desirable by the Board or the Superintendent; the right to plan, direct and control school activities; the right to establish and revise the school calendar; establish hours of employment; to schedule classes and assign workloads; to maintain the effectiveness of the school system, to make necessary assignments for all programs of an extracurricular nature; to create, revise and eliminate positions; to establish and require observance of reasonable rules and regulations; to select, hire and terminate employees; to determine qualifications and conditions of employment; to promote or demote and to discipline and discharge employees. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth.

## II. EMPLOYMENT

### EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education (the “Board”) does not discriminate in the employment of staff on the basis of any characteristic protected under State or Federal law including, but not limited to: race, color, age, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in § 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District’s premises during non-working hours, or declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters or any other characteristic protected by law in its employment practices.

If the employee has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment (s)he should refer to:

Policy 4122 - Nondiscrimination and Equal Employment Opportunity

### ANTI-HARASSMENT POLICY

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

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

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

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

For more information employees shall refer to:

Policy 4362                      Employee Anti-Harassment,  
Policy 4362.01                Threatening Behavior Toward Staff Members,

### JOB DESCRIPTIONS

The Board recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional staff positions and thereby promote organizational effectiveness and efficiency.

For more information regarding job descriptions, support staff employees shall refer to Policy 4120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the employee shall ask their immediate supervisor or go to the district office and request a duplicate copy.

### IMMIGRATION REFORM ACT NOTICE

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.

For more information regarding this compliance, please refer to the following:

Policy 4111 - Creating a Position

### CONFLICT OF INTEREST

Employees are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Employees are expected to perform their duties in a manner free from conflict of interest pursuant to Section 19.59 Wisconsin Statutes.

Policy 4210                      Support Staff Ethics  
Policy 4230                      Ethics and Conflict of Interest



## OUTSIDE ACTIVITIES OF STAFF

It is imperative that employees avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If an employee is involved in an activity that threatens a staff member's effectiveness within the school system, the Superintendent shall evaluate the impact of such interest, activity, or association upon the staff member's responsibilities.

For more information regarding the Board's expectations concerning interests, activities or associations that may conflict with the interests of the District, support staff employees should review the following:

Policy 4231 - Outside Activities of Support Staff

## COMMUNICATIONS AND SUGGESTIONS

The District values the comments and suggestions of its employees concerning work methods and operations. Employees should follow the chain-of-command when offering a suggestion or comment.

Support staff members should refer to the detailed procedure regarding communication set forth in:

Policy 4112 Board-Staff Communications

## POLITICAL ACTIVITIES

Political activities that do not contribute to a positive learning climate may be disruptive, divisive and distracting. Therefore, the Board has concluded that such activities are not appropriate within the school setting. It is the intention of the Board to regulate such activities on all Board owned or used property, within all District buildings and at all District-sponsored activities.

Policy 4231 – Outside Activities of Support Staff

## REPORTING SUSPECTED CHILD ABUSE AND NEGLECT

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

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

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

Further information, guidelines and requirements relating to the District's child abuse and neglect reporting policy are set forth in Board policy 8462 which is available on the District's website. If you have questions regarding the policy, please contact the District's administration office.

### **III. EMPLOYMENT STATUS AND RECORDS**

#### **EMPLOYMENT CATEGORIES**

A regular employee is hereby defined as a person hired to fill either a regular full-time or regular part-time position and is intended to be retained for a period longer than 90 calendar days. An employee hired for a period that is expected not to exceed 90 calendar days is considered a temporary employee and as such is not entitled to any benefits outlined in this handbook.

A full-time position works a minimum of 35 hours per week or more. Less than 35 hours per week is considered part-time.

The Board establishes the specific categories of employment by which staff are identified as administrators or members of the professional staff if they fall into a category established in Policy 3120 – Employment of Professional Staff, or are identified as members of the support staff if they fall into a category established in Policy 4120 – Employment of Support Staff.

#### **PERSONNEL FILES**

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. Further, the access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records and grant access to inspect or review the record in accordance with Policy 8320 – Personnel Records and State law.

#### **PERSONNEL FILE RECORD CORRECTION**

If there is any disagreement with the content or information contained in an employee's personnel record, the employee will follow the process established in Policy 8320 – Personnel Records to either have a correction made to the information in question, or to have the content in question removed from the file.

## PERFORMANCE EVALUATION

The Superintendent has established and will implement a program of staff evaluation.

This program shall focus upon the early identification of specific areas in which the support staff member's performance needs improvement so that appropriate assistance may be provided in a systematic way. The evaluations shall be consistent with the following:

Policy 4220 –Evaluation of Support Staff

## CONFIDENTIALITY

As a result of an Employee's responsibilities with the District, an Employee may have access to confidential student or personnel records or other sensitive information. This may include, without limitation, information concerning the educational and medical status or condition of a student, the medical status or condition of an Employee, Employee records as well as the District's business practices including purchasing and negotiating strategies (collectively "confidential information"). Pupil information obtained as the result of employment with the District is confidential information and protected by law unless such information has been designated as pupil directory data in School Board policy, and parents or guardians have not otherwise exercised their right to opt out of the release of designated directory data information.

Confidential information cannot be disclosed to any District personnel who are not authorized to receive such information or to persons outside of the District without the express authorization of Administration. Likewise, no information concerning the internal operations of the District, including but not limited to the release of records of the District, may occur except through, and with the permission of Administration.

Unless directed by Administration, Employees shall not act as the District's custodian of records or disseminate confidential information. State and federal laws govern the collection, maintenance and dissemination of confidential information. As a result, the improper and unauthorized disclosure of confidential information may constitute a violation of law. All inquiries or requests for pupil records should be directed to the building supervisor. All personnel records requests should be directed to the Superintendent.

## STUDENT SUPERVISION AND WELFARE

The Board requires each support staff member to maintain a standard of care for supervision, control and protection of students commensurate with the employee's assigned duties and responsibilities.

For the Board's expectations with regard to student supervision and welfare, refer to Policy 4213 - Student Supervision and Welfare.

## ASSIGNMENT AND TRANSFERS

The Superintendent is responsible for the proper assignment of all staff members in conformance with any legal requirements or certification requirements. Assignments for the forthcoming school year will be made in accordance with Policy 4130 – Assignment and Transfer of Support Staff.

Further, staff may be transferred between schools when the Superintendent determines that the needs of the students, the school or District so require.

## STAFF DISCIPLINE

Staff discipline and required investigations regarding potential wrongdoings of a support staff member shall be consistent with Policy 4139 – Staff Discipline

## REDUCTION IN STAFF

The Board may abolish support staff positions and/or reduce the support staff as necessary. Such support staff reductions will be made in compliance with Policy 4131 – Reduction in Staff

## TERMINATION AND RESIGNATION

Individual employment may be terminated for any reason, provided that the decision is not arbitrary or capricious, or in violation of any applicable law.

Finally, a support staff member may submit a letter of resignation and, if accepted by the Board, will be separated from employment at the date specified by the Board.

Policy 4140 – Termination and Resignation

## **IV. EMPLOYEE PAY AND BENEFITS**

### PAY PERIODS

All support staff members shall be paid in accordance with the provisions established in AG 6510 – Payroll Authorization.

Employees shall be paid every other Wednesday according to the regular District schedule. In the event the pay date falls on a holiday, the pay date shall be the previous day.

Each employee's vacation and sick leave balance, current to the end of the last pay period, shall be indicated on the employee's district time off record.

## COMPENSATION

The District will set compensation for Employees on an annual basis and will provide Employees notice of their salary or wages. The District exclusively reserves the right to provide other compensation, such as merit pay, performance pay, supplemental compensation, or other forms of compensation. Said compensation will be based upon objective evaluations.

## OVERTIME AND HOLIDAY PAY

Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per week, and for all hours worked on holidays in addition to holiday pay.

Paid time off will not be counted the same as “time worked” for the purpose of computing overtime.

Overtime shall be divided as equally as reasonably possible between categories and buildings, subject to availability and willingness.

## BENEFITS

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated shared cost of all employee benefits, specifying both the employee and employer share shall be approved through Board action.

Policy 4425 Benefits

## LEAVES OF ABSENCE (Extended Leave)

Any staff member may request a voluntary leave of absence from employment by the Board. All requests for unpaid leaves shall be presented to the Board for approval and will provide the reason for the leave and the expected duration of the leave.

If the leave is approved, the Board action will also provide the conditions applicable for the employee to return to work.

Leaves will be granted in accordance with Policy 4430 – Leaves of Absence (extended)

## SUPPORT STAFF EMPLOYEE SICK LEAVE POLICY

Employees may use paid sick leave and must follow the protocol established in Policy 4432 – Employee Sick Leave.

All school year employees part-time and full-time employees shall be granted "sick leave" credit with full pay not to exceed ten (10) days per year. All 12-month part-time and full-time employees shall be granted "sick leave" credit with full pay not to exceed twelve (12) days per year. Unused days shall be cumulative to a maximum of one hundred twenty (120) days. Part-time employees or employees who have worked less than one year will have their sick leave applied on a proportional basis.

- A. Newly hired school year employees who start at the beginning of the school year will be granted five (5) days of sick leave and another five (5) days after five (5) full months of employment. This is equivalent to one sick day per month worked. If a school year employee resigns prior to completion of the school year and has used sick days beyond the amount earned (one sick day earned per month worked) the unearned time will be deducted from their final paycheck.
- B. Newly hired 12-month employees who start at the beginning of the school year will be granted six (6) days of sick leave and another six (6) days after six (6) full months of employment. This is equivalent to one sick day per month worked. If a 12-month employee resigns prior to completion of the school year and has used sick days beyond the amount earned (one sick day earned per month worked) the unearned time will be deducted from their final paycheck.
- C. Sick leave shall be accounted for in hourly increments.
- D. No sick leave will be paid beyond the first day for which an employee becomes eligible for long-term disability.
- E. Sick leave shall cover absences due to employee's illness, including child bearing, or the employee's medical care.
- F. Sick leave may also be used for critical illness and/or emergency medical treatment for the employee's immediate family. Sick leave use under this clause exceeding three (3) days must qualify under the provisions of state and federal Family and Medical Leave Acts (FMLA).
- G. Employee's immediate family is defined to include: employee's spouse, parents, step-parents, siblings, step-siblings, children, stepchildren, father/mother-in-law, brother or sister, brother in-law or sister-in-law, grandparents, step-grandparents and grandchildren and step-grandchildren.
- H. Sick leave for non-emergency medical treatment and nonemergency medical examination of family or others would be granted only in exceptional cases with prior approval of the Superintendent of the District, and the deduction would be in full.

- I. A doctor's certificate is required for any sick leave absence in excess of three (3) days. This requirement may be waived by the Superintendent under certain circumstances.

#### FAMILY AND MEDICAL LEAVE

Medical leave is defined under the Family and Medical Leave Acts found in the state and federal laws as leave or other medical leave that renders an employee unable to be at work, and requires written documentation from a licensed healthcare provider indicating that the employee is unable to be at work. The provisions of both the Federal and State family and medical leave provisions require specific eligibility and qualifying reasons to access this leave; to determine if you are eligible or qualify for family and medical leave refer to Policy 4430.01 – Family and Medical Leave of Absence (FMLA).

#### FUNERAL LEAVE

Funeral leave is granted to the employee for the loss of immediate family members as designated under section F of the sick leave policy. If sick leave is unavailable, vacation time or unpaid leave will be granted. Funeral leave for immediate family is limited to five (5) days per occurrence, but may be extended at the discretion of the Superintendent when a continued emergency exists.

Extended family funeral leave: Funeral leave, not to exceed one (1) day, may be granted for the in-laws not listed under the immediate family section, and for aunts, uncles, nieces, and nephews.

#### JURY DUTY/COURT SUMMONS

Jury Duty: Any employee who shall be called for jury duty or be required to appear as a witness in court shall receive regular salary or wages for such day or days while serving or appearing; the compensation received for such jury duty or court appearance shall be returned in full to the District. In case of court appearance required because of a violation by the employee, the Section will not apply.

### MILITARY LEAVE

It is the District's policy that employees will be granted all military leave rights available under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Upon notification of the need for military leave, the employee should contact the Business Office as soon as possible to arrange for the leave. Benefits due employees while on voluntary or involuntary military leave will be determined by applicable State and Federal laws and only those benefits as required by such laws will be provided. If State and Federal laws are not applicable to a specific benefit no such benefit will be provided. Any Employee 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 USERRA and other applicable federal and state laws.

### OTHER/UNPAID LEAVE

Other Unpaid Leave: For all absences other than those listed above, or for absences beyond the accumulated sick leave, there shall be no pay granted for each day missed. Unpaid leaves shall be limited to five (5) days per school year. All unpaid leaves of five (5) consecutive days must have prior approval of the Principal/Director. Unpaid leaves beyond five (5) (consecutive or cumulative days) need prior written approval by the Principal/Director as well as the Business Manager/HR Specialist by completing an **Unpaid Leave Request** form. This form is located on the staff share drive in the S:/Business Office/Payroll & Personnel Forms & Info.

### VACATIONS

Each regular full-time twelve (12) month employee and each regular part-time twelve (12) month employee covered by this Agreement shall have a vacation with pay when schools are not in session. Payment to part-time twelve (12) month employees will be based on their regular part-time work week.

In determining vacation schedules, the administration shall respect the wishes of the eligible employees as to the time of taking their vacation insofar as the needs of the Board will permit. Vacations may be taken at times other than normal summer vacations, subject to approval by the Superintendent of Schools. Employees may carryover one week of vacation for one year.

Vacations will be awarded on anniversary dates as follows:

One (1) week after first six (6) months of continuous service. (This week may be retained for use after second six (6) months of continuous service at employee's discretion.)

One (1) week after second six (6) months of continuous service.

Two (2) weeks after two (2) years of continuous service.

Three (3) weeks after nine (9) years of continuous service.



Four (4) weeks after fifteen (15) years of continuous service.

If a holiday should occur during a vacation, an additional day of vacation will be granted.

### HEALTH INSURANCE BENEFITS

Health Insurance will be provided to all full-time support staff members in accordance with the District's Health Insurance Plan and Policy 4419 –Group Health Plans. Part-time support staff employees will be provided access to available group health insurance plans in accordance with state and federal law, and the terms of the District Health Insurance Plan. General access the District Health Insurance Plan is not a guarantee or commitment to a specific premium contribution amount, if any.

See Appendix A for Specific Benefit Information.

### PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

Eligible support staff employees who are provided coverage under fully insured group health plans are assured the privacy protections required by Federal and State law.

See also Policy 4419.02 -Privacy Protections of Fully Insured Group Health Plans

## **V. WORKING CONDITIONS AND HOURS OF WORK**

### WORK WEEK

The normal workweek shall not exceed forty (40) hours, and shall run Sunday through Saturday.

### CALL-IN TIME

Employees who are called to work other than their regularly scheduled time shall be entitled to at least two (2) hours work or pay therefore, regardless of the length of time less than two (2) hours which they may have worked.

“Call In Time” will include building supervision and work involved during specially scheduled events such as athletic events, dances, plays, recreation department activities or civic functions. Building supervision will involve opening the building, servicing the crowd and the building, being of assistance as necessary, and performing related cleanup as necessary for the following day.

### DRESS CODE

The Board has exercised its authority to specify dress and grooming guidelines for support staff members.

When on duty, support staff members are expected to dress in a manner that is consistent with the expectations described in Policy 4216 Dress and Grooming.

## ATTENDANCE AND REPORTING ABSENCES

Staff members are expected to report for duty on all scheduled workdays; however, when a staff member must be absent, they must notify their immediate supervisor and or sub caller if appropriate prior to the start of their shift. The absence must be entered in Skyward **first** and then in Frontline.

## WORK SCHEDULES/DAILY TIME SHEETS

Support staff members are expected to adhere strictly to their established work schedules, unless their immediate supervisor approves a deviation from it. Support staff members are also required to complete their time sheets daily and submit them to their immediate supervisor for payroll purposes in accordance with the established schedule.

## BREAK AND MEAL PERIODS

Breaks will be provided in accordance with Federal and State law.

Leave periods of 30 minutes or more shall be unpaid.

All support staff members are expected to adhere strictly to the length of time designated for breaks and meal periods.

## OVERTIME

The Board shall comply with provisions of State and Federal Law and their respective implementing regulations relating to minimum wages and overtime.

For further information regarding overtime eligibility and approval of overtime work refer to Policy 6700 - Fair Labor Standards Act.

## HOLIDAYS AND TIME OFF

A. All regular all-year full-time employees shall be granted ten (10) paid full day holidays each year. They are as follows: Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years' Eve Day, New Year's Day, Good Friday, and Memorial Day.

B. All administrative assistants, if working at the time of year when a specified holiday falls, shall be granted the following paid holidays: Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Good Friday, and Memorial Day.

When a holiday falls on a Saturday or a Sunday, another convenient day will be designated.

C. For teaching associates and kitchen staff who work 20 hours/wk or more when school is in session and the holiday falls on a scheduled work day, payment will be made for \*Labor Day (\*if school is in session prior to Labor Day), Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Good Friday, and Memorial Day.

### PERFORMANCE EVALUATION

The Superintendent has established and will implement a program of staff evaluation. This program shall aim at the early identification of specific areas in which the staff member needs help so that appropriate assistance may be provided or arranged for. The evaluations shall be consistent with applicable State statutes, Policy 4220 -Evaluation of Support Staff, and AG 4220 – Evaluation of Staff.

### EMERGENCY CLOSINGS

The Superintendent shall make the decision regarding emergency closings in accordance with the Plan for Emergency Preparedness.

Policy 8220 – School Days

### TRAVEL EXPENSES

The Board may provide for the payment of the actual and necessary expenses, including travel expenses, of any support staff member of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with the Superintendent's administrative guidelines.

Policy 4440 – Job-Related Expenses

### USE OF PERSONAL PROPERTY AT THE DISTRICT

Employees may wish to bring personal property to school for reasons associated with their responsibilities. This practice is authorized provided it is understood that the District will not be responsible for any loss, damage, or misuse of such property.

The District does not assume any responsibility for loss, theft or damages to personal property. The District is not liable for vandalism, theft or any damage to cars parked on District property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

## VI. SAFETY AND HEALTH

### SMOKING

The Board is committed to providing students, staff, and visitors with an environment free of smoke, tobacco, as well as electronic smoking or vaping devices. Accordingly, the Board prohibits support staff members to use tobacco in any form on District premises, in District vehicles within any indoor facility owned or leased or contracted for by the District and used to provide education or library services to children, and at all District-sponsored events.

Policy 4215 - Use of Tobacco and Nicotine by Support Staff

### TRAINING

Employees, for whom training in the following areas is deemed necessary and appropriate, shall be trained in:

- A. The use of automated external defibrillators
- B. The control of blood borne pathogens (Policy 8453.01 - Control of Blood-Borne Pathogens)
- C. The control of casual-contact communicable diseases (Policy 8450 – Control of Casual Contact Communicable Diseases)
- D. Understanding the method of transmission and prevention of diseases that are direct contact communicable diseases (8453 – Direct Contact Communicable Diseases) and
- E. The authorized use of Seclusion and/or Restraint with/or on students. (Policy 5630.01 – Use of Restraint and Seclusion with Students)

### REPORTING WORK RELATED INJURY

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly to the employee's supervisor. The employee and supervisor (if available) must call EMC OnCall Nurse Phone: 844-322-4668 and report the work injury. When care is needed, the registered nurse will provide treatment recommendations and/or designated medical facilities for work injury treatment.

Policy 8442 – Reporting Accidents

## **VII. EMPLOYEE COMMUNICATION & TECHNOLOGY**

### ACCEPTABLE USE OF DISTRICT EDUCATION TECHNOLOGY

Staff use of the District's Education Technology will be governed by Policy 7540.04 – Staff Education Technology Acceptable Use and Safety and the related administrative guidelines.

The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network. Users have a limited privacy expectation in the content of their personal files and records of their online activity while on the Network.

### EMAIL

When available, the District's e-mail system must be used by employees for any official District e-mail communications.

Employees are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a “Litigation Hold”, and purging all other e-mails that have been read.

The District complies with all Federal and State laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District employees may be public records, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records.

The District retains the right to monitor or access any District e-mail accounts at any time. Users should not expect that their communications sent or received through the District e-mail system will remain confidential and personal.

Employees should be aware of the framework for the proper use of e-mail established in Policy 7540.06 –District Issued Staff E-mail Account and the Superintendent's established guidelines regarding e-mail.

### SOCIAL MEDIA

In accordance with Policy 4213-Student Supervision and Welfare, support staff members are discouraged from engaging students in social media and online networking media (such as Facebook, Instagram, Twitter, , etc.) for any reason outside of educational use, consistent with Policy 5722 – School Sponsored Publications and Productions.

## **VIII. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

### **STAFF DISCIPLINE**

Staff discipline and required investigations regarding potential wrongdoings of a staff member shall be consistent with Policy 4139–Staff Discipline

### **GRIEVANCE PROCEDURE**

Each employee of the District shall be provided an opportunity to resolve matters affecting employment that the employee believes to be unjust as provided for in Policy 4340-Grievance Procedure.

The grievance procedure is available in the case of any employee’s disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

### **DRUG AND ALCOHOL USE**

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's support staff at any time while on District property or while involved in any District-related activity or event. Any staff member who violates Policy 4122.01–Drug-Free Workplace shall be subject to disciplinary action in accordance with Policy 4139–Staff Discipline and the District Administrator guidelines.

Any employee who feels that they need assistance with drug or alcohol dependency is encouraged to contact Human Resources for information about the District’s Employee Assistance Program (EAP). Employees receiving assistance in this regard are not exempted from compliance with the District’s prohibition on the manufacture, possession, use, distribution, or dispensing of any controlled substance while on duty or on school premises or at any school sponsored activity.

## **IX. EMPLOYEE RECEIPT AND ACKNOWLEDGMENT**

Employees will annually acknowledge review of the handbook via the school's software training program (i.e. Vector Training/Safe Schools).

**APPENDIX A**

**Medical and Dental Insurance**

Employer shall provide insurance, with major medical and dental insurance to district employees that average 30 hours per week or more. Term life and long-term disability insurance shall remain as additional benefits. The District has the right to bid out insurance. The District has the right to determine the insurance carrier and the insurance benefits. The premiums for said plans shall be contributed as follows:

	<u>Family</u>	<u>Single</u>
<u>Medical</u>		
Board pays	87.4%	87.4%
<u>Dental</u>		
Board pays	87.4%	87.4%

Health and accident, dental insurance as summarized in the addenda to the plan shall be optional and prorated for regular part-time help as follows:

1. 1,440 hours and over - eighty-seven point four percent (87.4%) of medical insurance; eighty-seven point four percent (87.4%) of dental insurance (40 hours a week for 36 weeks)
2. 1,188 to 1,439 hours - Seventy-five percent (75%) of the Employer paid amount of the medical and dental insurance. (33 hours a week for 36 weeks)
3. 1,080 to 1,187 hours – The district will cover \$1200 a year the can be applied toward the district’s dental insurance. (30 hours a week for 36 weeks)

A separate Long Term Disability and Term Life Insurance is also provided for those employees eligible for health insurance averaging thirty-two and a half (32 ½) hours per week or more. Employer will pay one hundred percent (100%) of the premium for those eligible employees.



**Appendix B**

**CAFETERIA PLAN/ALTERNATIVE BENEFIT PLAN (ABP)**

A.

Support staff, who qualify for health insurance may elect through the cafeteria plan either to be provided with the District's health insurance coverage as described above or to receive additional payment of cash compensation/alternative benefit plan (ABP) as set forth below.

B. Where the District employs both spouses prior to March 2011 one spouse will be eligible for participation in the alternative benefit plan (ABP) if the other spouse enrolls in group insurance coverage. Any new employed spouses after March 2011 will not be eligible for the cafeteria plan.

C. Employees eligible for insurance may choose, at the beginning year of each cafeteria plan year, between:

1. participation in the District's health plan
2. a cash payment equal to the amount listed below

D. Cash Compensation: The cash contribution dollar amount shall be \$5,000 and less the District's share of social security and Medicaid.

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by twenty-four (24) times per year.

Health insurance eligible part-time employees who select the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

E. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.

F. Beginning Eligibility Date for Cafeteria Plan:

1. New Employees: Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees must enroll in the cafeteria plan prior to the employee's first day of active service. Absent a "qualifying event", i.e. loss of spouse health coverage, etc., the employee must continue to take the chosen option until the end of the cafeteria plan year

If the new employee's first date of active service is after the 15th of the month, no cash contribution is required in that month. If the employee's first date of

active service is on the 1st through the 15th of the month, the District will contribute the payment.

2. Current Employees: Current employees, when permitted by applicable Internal Revenue Code section 125 “cafeteria plan” rules, must make written cafeteria plan election initially prior to the beginning of the subsequent cafeteria plan year. Absent a “qualifying event”, i.e. loss of spouse health coverage, etc., the employee must continue with the chosen option until the end of the cafeteria plan year. Once the employee is eligible to begin cash in lieu of health status contributions will begin with the first paycheck beginning after the cafeteria plan year starts.

G. Any support staff who waives participation in the District group health insurance plan and elects to receive cash compensation in lieu of health insurance may enroll in the group health insurance plan at a later date in the case of a “qualifying event”, pursuant to the late enrollment terms, timelines, and conditions set forth in the group health insurance contract and the plan’s cafeteria rules. The cash compensation payments shall cease effective with the month in which the staff member commences participation in the group health insurance plan.

H. Teacher associates and food service do not qualify for the alternate cash benefit.

I. As part of the cafeteria plan, the District will automatically deduct all employees’ health and dental premiums on a pre-tax basis.

J. The district will offer eligible employees that work over 20 hours per week the option to elect a Section 125 Flexible Spending Plan for uninsured medical and/or daycare expenses. The District will choose the Section 125 Flexible Spending Plan provider.

## **APPENDIX C**

### **Post-employment Benefits**

Post-employment benefits for support staff were changed based upon years of service as of the end of the 2012-2013 school year. As a result, we currently have three categories of support staff pertaining to post-employment benefit eligibility. These categories are Category A, Category B, and Category C as listed below.

#### Category A

Support staff members hired since the start of the 1998-1999 school year do not qualify for any post-employment health or dental insurance benefit in retirement.

#### Category B

Support staff members hired prior to the start of the 1998-1999 school year who had 15 years of service at the end of the 2012-13 school year qualify for a post-employment benefit. The benefit these support staff members qualify for is as follows:

The Employer shall continue health coverage, single or family plan, for three (3) months following employee retirement, with the District paying the required premium equivalent to the flat dollar amount of the premium established in effect at the time of their retirement. Should a retiree become Medicare eligible during the time of this retirement benefit, the retirement benefit will end. This insurance benefit applies to health insurance only. Retirees accepting the post-employment benefits are subject to all future changes in the health insurance plan structure, plan carrier and plan benefits that are applied to active employees.

A retiree receiving benefits, who because of other employment, establishes eligibility for unemployment compensation benefits, shall have the amount of the insurance payments reduced by the same amount of unemployment compensation benefits paid by the District as a secondary employer. The retiree would then have to pay that amount to the District.

#### Category C

Teacher Associates used to have a separate agreement prior to the 2012-2013 school year. When this was changed, teacher associates were added to the Support Staff category. Therefore, teacher associates hired prior to the 2003-2004 school year with enough years of service as outlined below are in Category C. Teacher associates, who had ten (10) years of service at the end of the 2012-2013 school year qualify for the following benefit:

The employer shall continue health coverage, single or family plan for six (6) months following employee retirement, if the employee had ten (10) years of service at the end of the 2012-2013 school year, with the District paying the required premium equivalent to the flat dollar amount of the premium established in effect at the time of their retirement.

# STURGEON BAY SCHOOL CALENDAR FOR 2023-2024

STAFF VERSION Approved 11/16/2022

AUGUST 2023				
M	T	W	TH	F
21	22	23	24	25
28	29	30	31	

<b>No school--Full day of in-service</b>
<b>No School--Half day in-service &amp; half day teacher records.</b>
<b>No school--New Teacher In-Service</b>
<b>No School--Holidays &amp; Breaks</b>
<b>Classes in session</b>
<b>Student half-day--P.M. Teacher Records/Training</b>
<b>Full day for grades 6-12; Half day+P/T conf. PK-grade 5</b>

SEPTEMBER 2023				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY 2024				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

OCTOBER 2023				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	*25	26	27
30	31			

MARCH 2024				
M	T	W	TH	F
				1
4	5	6	7	*8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

NOVEMBER 2023				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

APRIL 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER 2023				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY 2024				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE 2024				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14

Term:	I	44 days	Ends 11/7/23
	II	45 days	Ends 1/19/24
	III	44 days	Ends 3/22/24
	IV	47 days	Ends 6/6/24
	<b>TOTAL</b>	<b>180 days</b>	

School begins Tuesday, September 5  
 No School: Oct. 26 & 27, Feb. 23, & May 24  
 No School due to Thanksgiving Break: Nov. 23 - 26  
 No School due to Winter Break: Dec. 23- Jan. 1  
 No School due to Spring Break: March 23 - 31  
 No School due to Memorial Day: May 27  
 \*Elementary Half days+P/T conf. Oct. 25 & March 8  
 \*Oct. 25 & March 8 are full school days for grades 6-12

FOR STAFF: 186 calendar days + 1 P/T conf. day equivalent + 3 holidays = 190 contracted days

## **APPENDIX E**

### **TEACHER ASSOCIATE STARTING PAY**

#### **Teacher Associate Base Hourly Rate**

Beginning with those hired for the 2023-2024 school year, Teacher Associates' starting base wage shall be no less than \$16.00 per hour.

#### **Teacher Associate Supplemental Pay – Level 1**

Beginning with those hired for the 2023-2024 school year, Teacher Associates who hold a teaching license, are at least a Licensed Practical (or Vocational) Nurse or, hold a Wisconsin DPI Special Education Aide Certification and are assigned to a Special Education setting will receive supplemental pay of \$1.50 per hour.

#### **Teacher Associate Supplemental Pay – Level 2**

Beginning with those hired for the 2023-2024 school year, Teacher Associates who are assigned to a Tier 3 environment in a Special Education setting shall receive supplemental pay of \$0.50 per hour.

#### **Teacher Associates hired prior to the 2023-2024 school year**

No Teacher Associate hired prior to the 2023-2024 school year shall receive the supplemental pay as listed above.

Any Teacher Associate hired prior to the 2023-2024 school year who wishes to change positions from a regular education setting to a Special Education setting shall be eligible for an additional \$0.25 per hour in wages.

Conversely, any Teacher Associate hired prior to the 2023-2024 school year who wishes to change positions from a Special Education setting to regular education setting shall see a decrease of \$0.25 per hour in wages.

Note: Any Teacher Associate hired prior to the 2023-2024 school year shall not make less than a Teacher Associate with similar credentials and working in the same educational setting, who was hired for the 2023-2024 school year. To achieve this, their base wage shall be adjusted to what a new colleague would make in the same setting.