GreendaleSchools

STAFF HANDBOOK 2023-24

# EMPLOYEE HANDBOOK TABLE OF CONTENTS

	PAGE
1. MISSION STATEMENT	1
2. MESSAGE FROM THE SCHOOL BOARD AND SUPERINTENDENT OF	F
SCHOOLS	2
3. INTRODUCTION/PURPOSE OF HANDBOOK	3
4. EQUAL EMPLOYMENT OPPORTUNITY	3
5. FAMILY AND MEDICAL LEAVE POLICY	4
6. MILITARY LEAVE	8
7. WORK RELATED INJURY REPORTING	8
8. PERSONNEL RECORD MAINTENANCE AND ACCESS	8
9. PROFESSIONAL RESPONSIBILITIES AND WORK DAY	9
10. POSITION DESCRIPTIONS	10
11. ATTENDANCE	10
12. CATASTROPHIC LEAVE	11
13. PAY AND COMPENSATION	11
14. SUMMER SCHOOL ASSIGNMENTS	12
15. PERFORMANCE EXPECTATIONS	12
16. CODE OF CONDUCT	13
17. OBLIGATION TO REPORT CRIMINAL RECORD - CRIMINAL BACK	KGROUND
CHECKS/CHARGES/CONVICTIONS FOR ACTIVE EMPLOYEES	15
18. POLITICAL ACTIVITY	16
19. CONTROVERSIAL ISSUES	16
20. COPYRIGHT	17
21. OUTSIDE EMPLOYMENT	17
22. SUBPOENA AND LEGAL OBLIGATIONS	17
23. PRIVATE TUTORING	18
24. DRESS CODE	18
25. USE OF PERSONAL CELL PHONES	18
26. TOBACCO USE NOT PERMITTED	18
27. ALCOHOL AND OTHER DRUGS	18
28. DISCIPLINE	19
29. EMPLOYMENT TERMINATION AND NONRENEWAL OF EMPLOYMENT TERMINATION TERMINAT	MENT 19
30. LAYOFF AND RECALL	19

20

31. GRIEVANCE PROCEDURE

32.	BREACH OF CONTRACT	24
33.	ELECTRONIC COMMUNICATIONS	24
34.	STAFF ACCEPTABLE USE OF TECHNOLOGY	25
35.	USE OF SOCIAL MEDIA	26
36.	CONFIDENTIALITY	27
37.	CARRYING A CONCEALED WEAPON IN SCHOOL	27
38.	NEPOTISM	28
<b>39.</b>	USE OF DISTRICT FUNDS	28
40.	CASH HANDLING	29
41.	HARASSMENT AND DISCRIMINATION	29
42.	EMPLOYEE ACKNOWLEDGMENT	34
API	PENDIX A - FRINGE BENEFIT SUMMARY	A-i
API	PENDIX B – SUPPLEMENTAL FRINGE BENEFITS – SUPPORT STAFF	B-i
API	PENDIX C - TEACHER SEVERANCE BENEFIT	C-i
API	PENDIX D – TEACHER COMPENSATION STRUCTURE	D-i
API	PENDIX E – SUPPORT STAFF SEVERANCE BENEFIT	E-i
API	PENDIX F – SCHOOL YEAR CALENDAR	F-i

## 1. MISSION STATEMENT

All students belong and are empowered to learn, grow, and engage as part of a global community.

We believe in.....

#### **Student-centered Excellence**

- Children must be prepared for the future.
- Children must play an active role in their own learning process.

## **Delivering Value and Results**

- All children are capable of learning.
- Everyone has the right to a safe environment.
- Lifelong learning is necessary to the success and wellbeing of all.

## A Systems Approach to Improvement

- Effective communication is vital to the educational process.
- Aligned, integrated, and consistent processes maximize resources and performance excellence.

## Visionary Leadership

- A quality public education includes a broad range of experiences for social, physical, emotional, intellectual and creative development.
- Leaders model growth and improvement through high expectations and opportunities for innovation.

## Valuing People

- Every person has value, is unique and deserves respect and dignity.
- Families provide the foundation for learning and have a significant continuing role in their children's education.
- People are our most valuable resource.
- Understanding different perspectives and collaborating with others are essential for success.

## Organizational Learning and Agility

- Connecting knowledge, ideas and experiences is essential to learning.
- Change presents opportunity for growth.
- Opportunities to innovate drive learning and improvement.
- Effective and efficient use of resources to leverage and improve student learning.

## **Societal Responsibility**

- We are members of a global society and this diversity enriches us.
- Participation of informed and educated citizens is essential to a democratic society.
- Education is everyone's responsibility.

# 2. MESSAGE FROM THE SCHOOL BOARD AND SUPERINTENDENT OF SCHOOLS

## Dear Colleague:

On behalf of the Greendale Schools Board of Education and Administration, we would like to take this opportunity to personally welcome each of you to the Greendale Schools. We offer our commitment to a professional environment characterized by safety, respect, collaboration, productivity, growth and satisfaction. The District strives to provide competitive wages and fringe benefits. Fair and equitable treatment of employees is integral to the District's goals and objectives.

The work of the Greendale Schools is accomplished through our faculty and staff. Educating our students to become successful and providing them with a world-class education will require the commitment, passion, and innovation of all professional employees. Through collaboration, commitment, communication and a constant focus on improvement through innovation, we will build on the successes of the past to create a future of which we all can be proud.

Our goal is to attract and develop a staff of talented, dedicated, effective faculty and staff. We believe in creating a work environment that offers our employees opportunities for growth, success and satisfaction characteristic of high performing organizations.

The Greendale Board of Education knows that working in the Greendale Schools is a choice and appreciates your choice to dedicate your professional talent and expertise to the success of Greendale's children and youth.

Our hope is that this relationship benefits our children and youth, and is productive and professionally fulfilling.

Sincerely,

Kathy Wied-Vincent

Kimberly Amidzich, Ph.D.

**Board President** 

**Superintendent** 

## 3. INTRODUCTION/PURPOSE OF HANDBOOK

This handbook has been prepared to acquaint teachers and other professional staff with the Greendale Schools' policies, procedures, rules and regulations. Please read and become familiar with this information and follow the District's policies, procedures, rules, and regulations. Most of your questions should be answered in this handbook. However, if you have any questions regarding the handbook, or matters which are not covered, please direct them to the Director of Human Resources. The Greendale Schools also has other policies that apply to staff and students that are available on the District's website

This handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied. The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School District with or without notice. This handbook supersedes any and all previous handbooks, statements, contracts, policies, procedures, rules, or regulations given to employees, whether verbal or written.

## 4. EQUAL EMPLOYMENT OPPORTUNITY

## See also - Board Policy po3122 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer. The Board does not discriminate in the employment of staff on the basis of race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, 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 legally protected category in its programs and activities including employment opportunities. This policy shall apply to hiring, placement, assignment, seniority, transfer, promotion, lay-off, recall or termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to the District.

Any employee who believes he/she has been discriminated against in violation of this policy may file a complaint. Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the District's Compliance Officers, as outlined in Board Policy.

## 5. FAMILY AND MEDICAL LEAVE POLICY

## See also - Board Policy po3430.01 <u>FAMILY & MEDICAL LEAVE OF ABSENCE</u> ("FMLA")

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military.

To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

## **ELIGIBILITY**

## WFMLA:

- Employee must have worked for the Employer for more than 52 consecutive weeks.
- Employee must have worked for the Employer for at least 1,000 hours during the 52-week period preceding beginning of the leave.

## FMLA:

- Employee must have worked for the Employer for at least 12 months.
- Employee must have worked for the Employer for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

#### LEAVE ENTITLEMENT

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when necessary.

## WFMLA:

Employees are allowed up to ten workweeks of unpaid leave in a 12-month period as follows:

- Up to six weeks of unpaid leave for the birth or adoption of a child.
- Up to two weeks of unpaid leave for the care of a child, spouse, domestic partner or parent with a serious health condition.
- Up to two weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

## FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a 12-month period for any combination of the following:

- Birth, adoption or foster care placement of the employee's child.
- To care for the employee's spouse, child or parent who has a serious health condition.
- For the employee's own serious health condition.
- Due to any qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a "qualifying exigency":
  - Short-notice deployment (7 days notice or less)
  - Attend military events/ceremonies and related activities related to active duty or call to active duty
  - Childcare and school activities
  - Financial and legal arrangements
  - Counseling
  - Spend time with a military member who is on temporary rest and recuperation leave
  - Post-deployment activities

- Additional activities not encompassed in the other categories, but agreed to by the employer and employee

Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who, is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

#### SERIOUS HEALTH CONDITION

Under the FMLA/WFMLA, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

## NOTIFICATION OF LEAVE

In the event of foreseeable FMLA/WFMLA leave, the employee must notify the Employer at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the Employer as soon as practicable after the commencement of leave.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations.

## SUBSTITUTION OF PAID LEAVE DURING FMLA AND/OR WFMLA LEAVE

Under WFMLA, employees may elect to substitute any type of Employer-provided paid leave (vacation, sick leave, etc.) during WFMLA leave.

Under FMLA, an employee may be eligible to substitute, or the Employer may require that the employee substitute, some forms of Employer-provided paid leave during FMLA leave.

## **CERTIFICATION**

An employee taking leave involving the serious health condition of the employee or the employee's family member will be required to provide medical certification completed by a health care provider within 15 days of requesting leave.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave.

Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.

The Employer may require additional certifications from those employees taking FMLA/WFMLA leave as it deems necessary, and as permitted by law.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the Employer requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **CONTINUATION OF BENEFITS**

During any period of FMLA/WFMLA leave, an employee will be retained in the employee's elected group benefit plans on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave.

## RETURN TO WORK

Generally, an employee taking leave under the FMLA/WFMLA will be restored to the job position the employee held prior to taking leave, or to a position with equivalent pay, benefits and other terms of employment.

## **EMPLOYER RESPONSIBILITIES**

The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any

practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### 6. MILITARY LEAVE

An employee who is a member of a United States Military Reserve and who may be called upon for reserve training shall be paid his or her regular weekly (40 hours) earnings. The amount of pay received by the employee will be offset by any military pay received.

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.

## 7. WORK RELATED INJURY REPORTING

All work-related accidents or injuries, or occupational illnesses, no matter how minor, must be reported immediately. Any employee who is injured on the job shall report the injury with their supervisor to the Work Injury Hotline prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form. If an employee seeks medical attention, the employee shall not return to work before a Return to Work (RTW) release from a physician is submitted to their supervisor or the business office.

## 8. PERSONNEL RECORD MAINTENANCE AND ACCESS

The District maintains personnel records and files for each employee. Maintaining these files with up to date information is very important as it provides the District with contact information in case of emergency, address mailings, data for payroll purposes, and information required for reporting purposes and benefit programs.

All employees must promptly notify the District Human Resource office of any changes in:

- 1. Address;
- 2. Marital status or name change;
- 3. Party to be notified in case of emergency;
- 4. Phone number;
- 5. Dependent(s).

It is the District's policy to protect the privacy of each employee and therefore the District is committed to the confidential handling of every employee's personnel information. Records of all personnel shall be considered confidential to the extent provided by law and shall be kept in the District's personnel office. Records shall be maintained in accordance with all applicable federal and state laws and regulations and retained in accordance with the District's record retention schedule.

## **ACCESS TO PERSONNEL FILE**

A confidential personnel file is maintained for each active employee of the Greendale Schools. This file is the property of the Greendale Schools and contains essential employee information and documents, including such items as the initial employee application, payroll information, applicable evaluation documents, other pertinent memos, correspondence, and District documents.

Any employee who wishes to review his or her file may do so by completing the Request for Personnel File Inspection Form to schedule a brief conference for this purpose. Examination of this file will be done in the presence of the Director of Human Resources or his or her designee. Only administrative, management, and supervisory personnel with a need to know may review another employee's personnel records. Consistent with applicable law, the School District will allow employees to inspect their personnel records twice a year and within seven (7) working days after the employee makes the request for inspection.

## 9. PROFESSIONAL RESPONSIBILITIES AND WORK DAY

Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. Professional responsibilities include, but are not limited to events such as: conferences, open houses, attending & supporting youth at concerts, some PTO/booster/school events, etc.

Part-time teachers are considered to be 100% for the purposes of Professional Development. Part-time staff members are required to attend 100% of Professional Development expectations to include professional development, grade level and department meetings.

A common expectation for all Greendale Teachers is that they may manage their work time; Greendale Teachers are committed to students as demonstrated through their completion of classroom responsibilities, duties and work. Teachers are to be available to meet with parents, staff, colleagues, and administration, and participate in meetings or professional responsibilities including contributing to the school community through attending school sponsored events.

Greendale School faculty has the flexibility to not be at work for a defined eight-hour work day. Teachers manage their work time and operate under "professional hours". Teachers are expected to be at their work areas during their assigned duties and teaching assignments, unless excused by their building principal or his/her designee. Faculty are expected to remain in the building

earlier or later than the regular student dismissal time for activities such as faculty/department/ grade level meetings, IEP meetings, student assistance, parent teacher conferences, open houses, evening events, etc. Teachers are expected to fulfill their professional responsibilities, supervisory duties, and contribute to the school community by attending school sponsored events, and performing supervisory duties.

Administration will recognize teachers' professional judgment in managing their time as long as professional responsibilities are met. A lunch period will be included as part of the schedule by the Principal and will not be less than one-half hour. Flexibility in scheduling for child care issues, family or personal business, allows teachers to adjust their schedules, which includes arriving at school before the students arrive or leaving at the end of the student day, as long as arrangements are made to attend meetings and fulfill professional responsibilities. Teachers may leave early or arrive late due to an appointment, or complete an errand during a prep period without logging time away. Misuse of professional hours will result in disciplinary action.

## 10. POSITION DESCRIPTIONS

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

#### 11. ATTENDANCE

Regular attendance is required of every District employee. It is the employee's responsibility to be ready to begin his or her professional duties on time each day and to return on time from scheduled breaks and lunch breaks. Although there are justifiable reasons to be absent from work, employment assumes the availability for work and excessive absenteeism and/or excessive tardiness will lead to discipline, including discharge.

<u>Reporting</u>. Absences due to professional or personal reasons are subject to prior approval by an employee's immediate supervisor/building principal prior to the absence. After approval, the absence should be submitted to Skyward and AESOP via the phone or the web. Absences due to illness or emergency should be submitted to AESOP and Skyward as soon as possible.

If an employee is going to be late for work, he or she is to notify the school directly, as soon as possible. Unexcused tardiness is subject to discipline. If one is in doubt about if the message has been completed, be sure to call your building principal directly by mobile phone or email.

<u>Substitute Folder:</u> Teachers are to have a substitute folder for use when the teacher is absent from school. The folder must be left in a visible place or there must be a note designating where it can be located. The folder should include information on student seating and other helpful hints to assure safe and productive instruction occurs while the teacher is out. The teacher's web site hosted on the Greendale Schools servers also provides a framework for students to make work or communication between the parent, student and teacher. If possible for unplanned

absences, but required for preplanned absences, the teacher should provide a detailed lesson plan that aligns to the topic being studied and refrain from busy work unrelated to course objectives. It is important to view these days as continuous instruction days and not as "free days" for the students. Teachers are responsible to follow up on substitute recommendations and referrals for student misconduct before referring students to the principal or associate principal.

<u>Tardiness</u>. Tardiness, unless due to emergency conditions communicated to and excused by the supervisor or another appropriate administrator, is not permitted. Excessive tardiness will result in disciplinary action, including dismissal.

## 12. CATASTROPHIC LEAVE

Teachers may voluntarily donate (transfer) personal leave time to teachers who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

Employees whose accumulated sick leave is exhausted by continuous or repeated absence due to documented serious illness or personal injury shall be eligible to receive donated personal leave. Teachers eligible for catastrophic leave may use as paid sick leave any personal leave days that have been voluntarily donated for such purpose by other teachers, to a maximum of 15 days. This benefit is available only on a one-time basis for each individual teacher. Each teacher may volunteer to donate only one paid personal leave day and shall not be entitled to that day of paid personal leave in the year during which the donated day is used as paid sick leave.

#### 13. PAY AND COMPENSATION

The Pay and Compensation plan for teachers is established by the School Board, in accordance with base wages which are subject to collective bargaining. Determination of base salary takes into consideration area of certification, years of experience, education and professional development, professional contributions to the school community and/or field of education, and specific job assignment.

The District will determine the starting salary for a new teacher based on the above criteria, subject to any applicable collective bargaining agreement. All increases in base salary are subject to effective performance as defined by the Effectiveness Project Evaluation System.

As a condition of employment all professional staff (teachers) shall be actively involved in ongoing professional development. Priority for professional development activities should be given to areas identified as key initiatives, goals and priorities of the school of assignment and school district. Annual professional development plans are to be developed in consultation with the staff member's supervisor or principal. Ongoing professional growth activities and

increasing professional competency will be considered in annual performance evaluations and total contribution to the Greendale School's community.

Part-time employees are paid based on the partial FTE equivalent of the salary paid to a full-time employee in using the compensation structure.

**Curriculum Rate of Pay:** When requested by the Administration to develop curriculum material that goes beyond the scope of an individual teacher's assignment or will take time beyond regular school hours, teachers shall be paid at the rate of \$25.00 (Twenty-Five Dollars and No/100) per hour. Participants must have authorization from the Superintendent or designee for all assigned hours before beginning the assignment.

**In-House Sub Rate:** In the event circumstances necessitate having to assign a teacher to take an additional substitute assignment when it is not possible to obtain a regular substitute teacher, the Greendale teacher shall be paid at a rate of \$25.00 (Twenty-Five Dollars and No/100) per hour for in-house sub assignments.

## 14. SUMMER SCHOOL ASSIGNMENTS

Employees teaching summer classes shall be paid at an hourly rate and shall not receive contracts. Summer school pay shall be compensated at \$28.00 per hour for teachers currently under contract with the Greendale School District and \$22.00 per hour for non-District teachers.

Teachers currently under contract with the Greendale School District who substitute for summer school are paid \$25.00 per hour. Non-district teachers who substitute for summer school are paid \$16.25 per hour (based upon the regular daily subbing rate of \$130.00 per day).

Paraprofessionals: Paraprofessionals contracted for summer school are paid at their regular hourly wage. Paraprofessionals who serve as a daily substitute for summer school are compensated at the paraprofessional daily sub rate of \$16.00 per hour.

Teachers and paraprofessionals shall not receive paid sick leave or paid personal days during summer school.

## 15. PERFORMANCE EXPECTATIONS

Greendale Schools seek to employ and retain highly competent and productive personnel. To support this goal a performance evaluation system has been established. Greendale Schools are committed to academic rigor placing a strong emphasis on high expectation in each and every educational program in order to promote student achievement. The teacher evaluation system is designed to support high expectations for teaching excellence and professional practice. The process also serves as a means for identifying staff development needs and establishing individual plans to address those needs.

Teachers and other professional or certified staff will be evaluated and assessed to determine if the teacher has the skills, abilities and talents to successfully teach in Greendale Schools. Generally, this process will span an introductory period of at least three complete teaching years. However, all teachers and other professional or certified staff are expected to continue to demonstrate these skills, abilities and talents throughout their careers.

At a minimum, teachers will be formally evaluated once every three years. Teachers new to the district may be evaluated each year for the first three years in the district. All formal evaluations will include direct observation of teacher performance. Evaluations will be conducted utilizing processes and instruments adopted by the District.

In the event that a teacher shall be terminated or non-renewed based on performance, such action shall be taken only after the direct observation and evaluation of the teacher. Efforts will be made to offer guidance to correct identified teaching deficiencies.

In the event that an employee disagrees with performance evaluation ratings or comments, the employee may submit a written rebuttal statement to be included in the personnel file, attached to the performance evaluation document. The employee may submit the rebuttal within 10 workdays of receiving the evaluation. The reviewer has final authority to determine the overall performance level rating and evaluation comments; employee written comments will be attached to the evaluation document.

## 16. CODE OF CONDUCT

See also: Board Policy po3213 - STAFF - STUDENT RELATIONS

The following work rules relating to personal conduct are issued by the Greendale Schools to inform all employees of personal conduct considered unacceptable as an employee of the School District. These rules are established so the District can attain its objectives in an orderly and efficient manner and are not intended to restrict the rights of employees, but rather to advise employees of prohibited conduct.

Engaging in one or more of the following forms of prohibited conduct by an employee of the School District may result in disciplinary action ranging from a reprimand to termination, depending upon the specific form of conduct and/or the number of infractions.

## PROHIBITED CONDUCT

## I. UNACCEPTABLE WORK PERFORMANCE

- A. Insubordination, including disobedience, or failure or refusal to carry out assignments or instructions.
- B. Unauthorized disclosure of confidential information or records.
- C. Falsifying records or giving false information to employees responsible for record keeping.

- D. Failure to provide accurate and complete information whenever such information is required by an authorized person.
- E. Failure to comply with health, safety and sanitation requirements, rules and regulations.
- F. Negligence in performance of assigned duties.

## II. UNACCEPTABLE ATTENDANCE AND PUNCTUALITY

- A. Unexcused or excessive absenteeism.
- B. Failure to notify the supervisor promptly of unanticipated absence or tardiness.

## III. UNACCEPTABLE USE OF PROPERTY

- A. Unauthorized or improper use of District property or equipment including vehicles, telephone, or mail service.
- B. Unauthorized possession or removal of District or another person's private property.
- C. Unauthorized posting or removing of notices or signs from bulletin boards.
- D. Unauthorized use, lending, borrowing or duplicating of District keys.
- E. Unauthorized entry to District property, including unauthorized entry outside of assigned hours of work or entry to restricted areas.

## IV. UNACCEPTABLE PERSONAL ACTIONS AND APPEARANCE

- A. Threatening, attempting, or doing bodily harm to another person.
- B. Threatening, intimidating, interfering with, or using abusive language toward others.
- C. Unauthorized possession of weapons.
- D. Making false or malicious statements concerning other employees, supervisors, students or the District.
- E. Use of alcoholic beverages, illegal drugs or unauthorized prescription medications during working hours.
- F. Reporting for work under the influence of alcoholic beverages, illegal drugs or unauthorized prescription drugs.
- G. Unauthorized solicitation for any purpose.
- H. Unauthorized or improper use or possession of uniforms, identification cards, badges, or permits.
- I. Failure to exercise good judgment, or being discourteous, in dealing with fellow employees, students or the general public.

These work rules do not constitute the entire list of violations for which employees may be disciplined. Other rules are provided by Board Policy, statute, and by administrative procedures established by management. Violations of these rules can also result in appropriate disciplinary action. Additional work rules may be established by the Board to meet special requirements of departments or work units or as circumstances require.

# 17. OBLIGATION TO REPORT CRIMINAL RECORD – CRIMINAL BACKGROUND CHECKS/CHARGES/CONVICTIONS FOR ACTIVE EMPLOYEES

## See also - Board Policy po3121 - <u>CRIMINAL HISTORY RECORD CHECK AND</u> EMPLOYEE SELF-REPORTING REQUIREMENT

It is the policy of the Board that all employees of the District are subject to a criminal background investigation.

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- 1. crimes involving school property or funds;
- 2. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- 3. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- 4. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- 5. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report.

An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- 1. the nature and gravity of the offense or conduct;
- 2. the time that has passed since the offense, conduct and/or completion of the sentence;
- 3. the nature of the position to which the employee is assigned; and

4. for-non-felonious crimes only, the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

## 18. POLITICAL ACTIVITY

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. The teacher has a responsibility to show objectivity and neutrality in order that various sides of an issue are presented in a balanced manner

No school employee shall make use of school equipment, technology or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

## 19. CONTROVERSIAL ISSUES

## See also - Board Policy po2240 - CONTROVERSIAL ISSUES IN THE CLASSROOM

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

All issues discussed within the classrooms will be relevant in terms of pre-designated course content. A teacher who is in doubt concerning the advisability of discussing certain issues in the classroom is expected to consult with the Principal. The classroom teacher is obligated to approach controversial issues in a spirit of critical inquiry, rather than advocacy, by operating within the framework of the following procedures:

- A. Establish classroom culture and ground rules that encourage discourse and protect students' safety;
- B. Promote the fair representation of differing points of view on all issues studied;
- C. Ensure that classroom activities do not adversely reflect upon any individual or group on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including gender status, change of sex or

gender identity), or physical, mental, emotional, or learning disability (Protected Classes);

- D. Teach students how to think and not what to think;
- E. Exemplify objectivity in the search for truth, demonstrate respect for diverse opinions, and recognize the function of dissent in the democratic process;
- F. Help students critically evaluate statements and positions that may be of a specific persuasion, controversial in nature, or intended to propagandize and/or indoctrinate;
- G. Provide opportunities for students to critically examine a wide range of viewpoints relative to the issues being studied;
- H. Inform students whether information presented is based upon fact or opinion; and
- I. Label any personal expression as personal opinion and not state such expression dogmatically whenever a teacher considers it appropriate to express personal preference or conviction on a controversial issue.

While it is recognized that employees have a right to maintain and express a particular point of view, employees have an obligation to inform students that the position is a personal opinion and to present in a fair manner the alternate views of the issue.

#### 20. COPYRIGHT

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law and Board of Education Policy. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright should be directed prior to reproduction to the Director of Assessment and Learning.

#### 21. OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with the District. Unless an alternative work schedule has been approved by the District, employees will be subject to the District's scheduling demands, regardless of any existing outside work assignments.

## 22. SUBPOENA AND LEGAL OBLIGATIONS

An employee who receives a subpoena related to his or her employment in the district shall immediately notify their immediate supervisor who will notify District Office. District Office personnel will obtain legal counsel to determine the extent to which the employee will comply with the subpoena.

Employees are not obligated to respond to attorney requests. Employees shall refer any legal inquiries to the District Office for response. Employees, as representatives of the District, shall not provide information in response to attorney requests without consultation from the District's legal counsel.

## 23. PRIVATE TUTORING

Employees are not permitted to tutor, counsel, or instruct students under their supervision for private pay during the period of the school year, September 1 to June 15. Tutoring other Greendale Public School students for remuneration during this period is restricted to after school hours.

## 24. DRESS CODE

All employees of the District represent the District and are expected to set an example in their dress and grooming. Therefore, professional staff are expected at all times during scheduled working hours to wear attire that defines a professional atmosphere to students, parents and the public. Dress or attire that the District believes adversely affects the education atmosphere as unsafe, disruptive, or inappropriate is not allowed.

#### 25. USE OF PERSONAL CELL PHONES

Employees should refrain from using their cell phones for personal reasons, during the school day, in the presence of students.

## 26. TOBACCO USE NOT PERMITTED

The School District does not permit smoking or tobacco use of any kind, in any of the District facilities, or on District property. Violation of this policy will result in discipline, up to and including, termination.

## 27. ALCOHOL AND OTHER DRUGS

## See also – Board Policy po3122.01 - <u>ALCOHOL AND DRUG-FREE WORKPLACE</u>

The district seeks to provide a safe drug-free workplace for all of its employees. Therefore, the manufacture, distribution, possession, use of or presence under the influence of alcohol, 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.

The District recognizes alcohol and other drug abuse as a potential health, safety and security problem, and it is the District's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Therefore, the use, sale, purchase, manufacture, distribution,

dispensation, possession or presence in one's system of alcohol or a controlled substance on District premises or while conducting District business off premises (e.g. overnight trips, chaperoning or supervising students, athletic events) is absolutely prohibited by the District. The policy will be applied in a manner which is consistent with the District's obligations under state and federal disability laws.

All employees are advised that remaining drug and alcohol free while at work is a condition of continued employment with the District. Any employee who fails to remain alcohol and drug free while at work will be terminated. The District may require an employee to undergo a drug and/or alcohol test when the District has a reasonable suspicion that the employee is in violation of this rule. The employee will be referred to a certified testing laboratory for completion of the test.

Employees must, as a condition of employment, abide by terms of this policy. In addition, an employee must notify the District of any criminal drug statute conviction for a violation occurring on District premises or while conducting District business off premises. Anyone violating this policy will be disciplined, up to and including, termination.

## 28. DISCIPLINE

## See also - Board Policy po3139 - STAFF DISCIPLINE

Discipline may result when a teacher's actions fall short of generally accepted standards of professional behavior or violates a policy or rule, when a teacher's performance is not acceptable, or the teacher's conduct is detrimental to the interests of the Greendale School District. Typically, disciplinary action will involve any of four types of discipline: oral reprimand, written reprimand, suspension with or without pay, and termination of employment. Specific disciplinary actions will depend on the behavior and frequency of occurrences. Some serious employee behaviors may lead to suspension or termination without following progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

## 29. EMPLOYMENT TERMINATION AND NONRENEWAL OF EMPLOYMENT

## See also - Board Policy po3140 - NON-RENEWAL, RESIGNATION, AND TERMINATION

In the event of misconduct, the District reserves the right to discipline, and, if necessary, terminate a teacher in accordance with any applicable state statutes. The District may non-renew a teacher's individual contract as provided for under Sec. 118.22, Wis. Stats.

#### 30. LAYOFF AND RECALL

At times it may be necessary to reduce the number of staff employed by the District. In the event that the District, in its sole discretion, determines that it is necessary to reduce the number

of staff, the following procedure will be utilized.

For <u>certified staff</u>, when determining who will be laid off as part of a reduction in force, the District will consider the following:

• Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

The elimination of a position does not necessarily mean the teacher occupying the position will be dismissed. When a teacher is released, the decision will be based on a composite of the following criteria:

- Type, quantity, and quality of service made to the teaching profession;
- Staff member performance as determined by the Greendale School District;
- Contribution to the school community beyond classroom and the school system;
- Continuity of programmatic contributions and instructional delivery;
- Adaptability to other assignments (academic and extracurricular) and multiple licenses;
- Evidence of professional growth as well as specialized or advanced training;
- Previous history of grade levels and subject areas taught;
- Effectiveness in teaching and in related professional responsibilities evidenced by teacher evaluation.

Although length of service in the District will be considered when laying off employees, it will not be the sole deciding factor in any decision regarding who will be laid off. Employees who are laid off do not have any right to replace or "bump" another employee.

When possible, the District will provide the employee subject to layoff thirty (30) days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than thirty (30) days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District for a period of one (1) year from the date of layoff; however, the time spent on layoff shall not be counted towards years of service in the District.

An employee who has been laid off by the District may apply for any open position for which he/she is qualified, but he/she does not have any right to be recalled to a position.

## 31. GRIEVANCE PROCEDURE

Greendale Schools employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues.

- I. Definitions.
  - A. "Days" as used in this policy is defined as any day that the District's Business Office is open.
  - B. "Employee Termination" as used in this policy section, shall <u>not</u> include the following:
    - 1. Layoffs;
    - 2. Workforce reduction activities;
    - 3. Voluntary termination including, without limitation, quitting or resignation;
    - 4. Job abandonment;
    - 5. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
    - 6. End of employment and/or completion of assignment of a temporary, seasonal, contract, daily assignment, substitute, or replacement employment relationship;
    - 7. Retirement; or
    - 8. Any other cessation of employment not involving involuntary termination.
  - C. "Employee discipline" as used in this policy shall include any employment action that results in disciplinary suspension with loss of pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. "Employee discipline," as used in this policy, shall <u>not</u> include the following:
    - 1. Plans of correction or performance improvement;
    - 2. Performance evaluations or reviews;
    - 3. Oral or written reprimands;
    - 4. Documentation of employee acts and/or omissions in an employment file;
    - 5. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
    - 6. Non-disciplinary wage, benefit or salary adjustments:
    - 7. Other non-material employment actions;
    - 8. Counseling meetings or discussions or other pre-disciplinary action; or
    - 9. Demotion for reasons other than discipline, transfer or change in assignment.
  - D. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.
- II. Time Limits.

Unless mutually agreed to in writing by the Employee and the District in advance of the expiration of the timeline, the timelines provided in this policy must be

strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The Employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of HR may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

## III. Procedure.

- A. Informal Grievance Resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.
- B. Formal Grievance Submission: The employee must file a written grievance with the District Superintendent (or designee) within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:
  - 1. Name of Grievant:
  - 2. A statement of the pertinent facts surrounding the nature of the grievance;
  - 3. The date the alleged incident occurred;
  - 4. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
  - 5. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
  - 6. The specific requested remedy.
- C. Administrative Response: The Director of Personnel/HR (or designee) will meet with the grievant within fifteen (15) days of receipt of the written grievance. The Administration will provide a written response within five (5) days of the meeting. The Administration's written response to the grievance must contain:
  - 1. A statement of the date the meeting between the Administration and grievant was held;
  - 2. A decision as to whether the grievance is sustained or denied; and
  - 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- D. Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the District Superintendent within five (5) days of the issuance of the Administrative Response.

Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the district in a different applicable policy. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.

Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.

The Impartial Hearing Officer's written response to the grievance must contain:

- 1. A statement of the pertinent facts surrounding the nature of the grievance.
- 2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
- 3. A statement outlining the timeline to appeal the decision to the School Board.
- 4. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in whole or in part the specific request of the grievant.
- E. Review by the School Board: The non-prevailing party may file a written request for review of the IHO's decision by the School Board within ten (10) days of receipt of the Impartial Hearing Officer Response.

Normally the School Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or

capricious decision based on the information presented to the IHO. The School Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain:

1. A decision as to whether the grievance is sustained, denied, or modified.

The School Board shall decide the matter by a majority vote and the decision of the School Board is final and binding and is not subject to further review

## F. General Requirements:

- 1. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
- 2. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

## 32. BREACH OF CONTRACT

Should an employee breach his/her individual contract by resigning during its term, a liquidated damage shall be either paid or forfeited by the employee at the option of the District. The acceptance of the instructional employee's resignation by the Board does not relieve the individual from the liquidated damages set forth herein. Liquidated damages in the amount of \$500 are due if the contract is breached after acceptance through June 30; \$750 for breach July 1 through July 31; or \$1,000 for breach of contract on or after August 1.

The appropriate amount of liquidated damages shall be deducted from the employee's last paycheck or paid directly by the instructional employee.

## 33. ELECTRONIC COMMUNICATIONS

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology for operations and student learning and inhibits negative side effects.

The District's internet system has a limited education purpose. The District's internet system has not been established as a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of the District's computers, network and internet services ("network") is in accordance with its limited educational purpose. Teachers' use of the District's network will be governed by this policy and the related administrative guidelines, and any applicable employment contracts. The due process rights of all users will be respected in the

event there is a suspicion in inappropriate use of the network. Users have no privacy expectation in the content of their personal files and records of their online activity while on the network.

## 34. STAFF ACCEPTABLE USE OF TECHNOLOGY

## See also - Board Policy po7540.04 - <u>STAFF TECHNOLOGY ACCEPTABLE USE AND</u> SAFETY

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology for operations and student learning and inhibits negative side effects.

The District information technology, computer hardware and software systems are the property of Greendale Schools. The District also owns the telephone system, cellular technology, personal digital assistance, fax machines and removable storage devices. Data, including messages, that is generated, received and stored on information technology equipment is the property of the District. Use of the intranet and information technology in the District is a privilege and must be consistent with the educational goals and objectives of the District. Inappropriate use will result in disciplinary action consistent with Board policy and state statute. The building principal/designee will deem what is appropriate use and his/her (their) decision is final.

Any intellectual property of the District included on the District's network or devices, including the District's website and Google Drive, is property of the District. Staff members have no property rights in any intellectual property stored, created, or posted on the District's network. This includes any classroom materials created for instructional purposes. All instructional materials must be stored in the Greendale Google Account. Under no circumstances can classroom materials be hosted in a private account.

The District may monitor and perform periodic inspections regarding employee email, internet use, and file storage as well as District owned cellular and telephone use as well as other information technology use without any further notice or permission. The District has the right to confiscate, move, upgrade and/or reconfigure District owned equipment at any time. A password does not indicate personal privacy from District monitoring. Lack of monitoring in particular situations is not a waiver of the District's right to monitor in the future.

Although staff are not prohibited from using District information technology for personal reasons, such use must be limited to breaks and time outside of the workday. Use should not interfere with network use for District purposes and must adhere to the ethical use of information technology including the internet as outlined in District policies and rules.

No staff member may establish or participate in a personal website or blog on their own technology or commercial site representing Greendale Schools. No staff member may utilize information technology, including the internet, for transmitting, accessing, downloading, displaying and distributing images, sites, or materials that could be obscene, sexually explicit, pornographic or harmful to minors. All communications on the District network or telephone

system are governed by the District's policies including harassment and/or nondiscrimination policies.

#### 35. USE OF SOCIAL MEDIA

## See also - Board Policy po7544 - <u>USE OF SOCIAL MEDIA</u>

## <u>Personal Use of Social Networking Sites – Guidelines</u>

In general, what an employee does on his or her own time outside of work will not be regulated by the Greendale School District. However, the Greendale School District may monitor and regulate employee postings/activities if:

- The employee chooses to identify him/herself as an employee of the District.
- The activity occurs through use of any District technology.
- The activity affects the employee's job performance or the performance of other District employees.
- The activity involves or relates to District students.

The District may monitor employee use of social networking sites, especially when such sites are accessed through District-provided technology resources. Employees should be aware that posting on websites, including social networking sites, should not be presumed to be private. Accordingly, employees may be subject to discipline for violating any of the above-referenced conditions.

## Employee Use of Social Networking Sites

The Greendale School District understands that technology is constantly changing and encourages employees to use technology to assist with student learning. Employees may use social networking sites for educational purposes under the following guidelines:

- The appropriate administrator (principal or athletics/activities director) must approve all social network sites and groups prior to use by the employee with students.
- The building administrator must be a part of the social network site and group between any employee and student.
- Employees are strongly encouraged to document and retain all electronic communication between themselves and students.

#### Social Media Guidelines

Paramount principles that shall guide all staff members' activities and conduct in connection with the use of Social Media tools and all other electronic media include the following:

- Any time a staff member is participating in a technology-facilitated communication, collaboration, exercise, or other activity in connection with their responsibilities as a school district employee, the employee is expected to conduct himself/herself in a professional manner that is consistent with the District's general rules and expectations of appropriate workplace conduct and acceptable use of technology.
- Maintaining professional boundaries in all forms of technology-facilitated communication with students including, but not limited to, the consistent use of a

professional tone and limiting such communication to exchanges that are within the scope of the employee's job responsibilities — is vital to maintaining appropriate professional relationships with students and to maintaining the community's trust in the schools.

- No staff member shall accept a "friend" request, or any similar exchange having the purpose of facilitating communication via electronic media, that has been initiated by or on behalf of any current GSD student. Similarly, no school employee may initiate a "friend" request or any similar request to any current GSD student.
- All District-provided or District-authorized technology tools and applications are
  provided to further the mission, vision, goals and policies of the School District; and,
  as such, they remain under the ultimate control of the School Board and District
  Administration at all times.
- When such tools and applications are used in connection with student learning, they shall be considered an extension of the District's educational curriculum. Employees shall use such tools and applications in connection with and to accomplish their assigned duties and responsibilities, and not as a forum for self-directed personal expression. Employees shall not have an expectation of privacy in connection with their use of any District-related form of electronic media.

# **36. CONFIDENTIALITY**See also - Board Policy po8330 - <u>STUDENT RECORDS</u>

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy. The law and respect for our students require that student issues are only discussed with employees and their parents/guardians who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

# 37. CARRYING A CONCEALED WEAPON IN SCHOOL See also - Board Policy po7217 - WEAPONS PROHIBITED

The safety of our students, staff and visitors is of the highest priority. Wisconsin has adopted a law which affects the manner in which persons may carry concealed weapons. This law, however, applies much differently on school grounds. It is a Class I felony to knowingly possess a firearm at a place that the individual knows, or has reasonable cause to believe, is in or on the grounds of a school. It is a Class B forfeiture to possess a firearm at a place the individual knows, or has reasonable cause to believe, is within 1,000 feet of the grounds of a school.

An individual may possess a firearm in a school zone only under the following circumstances:

• The firearm is not loaded and is encased or in a locked firearms rack that is on a motor vehicle

- By a state-certified commission warden acting in his or her official capacity.
- By a person legally hunting in a school forest if the school board has decided that hunting may be allowed in the school forest.

An individual may possess a firearm in or on the grounds of a school or within 1,000 feet of the grounds of a school in accordance with any of the following provisions of federal law:

- On private property that is not part of school grounds.
- For use in a program approved by the District in the school zone.
- In accordance with a contract entered into between the District in the school zone and the individual or an employer of the individual.
- By a law enforcement officer acting in his or her official capacity.
- The firearm is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on the school premises is authorized by District authorities.

Please contact an administrator if you have any questions or believe that an individual is in violation of this policy.

#### 38. NEPOTISM

No member of an employee's immediate family shall hire, promote, or directly supervise another member of the same family. Immediate family members shall include spouses, parents, grandparents, children, siblings, stepparents, stepchildren, in-laws, or someone who lives in the employee's residence or an immediate family member of an individual who lives in the employee's residence.

## 39. USE OF DISTRICT FUNDS

## See also - Board Policy po8900 - FRAUD

The employee is expected to adhere to all internal controls that ensure the appropriate use of District funds.

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Fraud and financial impropriety includes but is not limited to the following:

- 1. forgery or unauthorized alteration of any document or account belonging to the District;
- 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
- 4. impropriety in the handling of money or reporting of District financial transactions;
- 5. profiteering as a result of insider knowledge of District information or activities;

- 6. unauthorized disclosure of confidential or proprietary information to outside parties;
- 7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
- 8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy;
- 9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- 10. failure to provide financial records required by state or local entities;
- 11. failure to disclose conflicts of interest as required by law or District policy;
- 12. disposing of District property for personal gain or benefit and,
- 13. any other dishonest act regarding the finances of the District.

Any person who suspects fraud or financial impropriety in the District is expected to report the suspicions immediately to any supervisor, the District Administrator or Director of Business Services, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions is expected to set an example of honest and ethical behavior and is expected to actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee will unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

#### 40. CASH HANDLING

Generally all cash must be receipted and deposited with the appropriate school office the same day as received, or as soon as possible. In the case where cash is received after normal building hours, any and all cash or checks collected during the day must be kept in the building safe/vault overnight. At no time should cash or checks ever be kept in a classroom, desk, locker, etc. after hours.

## 41. HARASSMENT AND DISCRIMINATION

See also - Board Policy

po3122 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY po3362 - EMPLOYEE ANTI-HARASSMENT

All School District employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The School District will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business

with the School District. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or any other characteristic protected by law in its employment practices (hereinafter referred to as harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

The Board will investigate all allegations of harassment and, in those cases where harassment is substantiated, take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects.

Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

**Other Forms of Harassment**: Persistent and unwelcome conduct or actions on the basis of protected categories under state or federal law is prohibited under this policy.

The School District considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the School District shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline up to and including termination.

#### **Definitions:**

**Verbal Harassment**: Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic descriptions of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.

**Non-Verbal Harassment**: Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material, which inappropriately raises the issues of sex or discrimination.

**Physical Harassment**: Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.

**Unwelcome Harassment**: For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

#### **Sexual Harassment:**

- 1. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
  - Submission to such conduct is made either explicitly or implicitly a term of condition of employment; or
  - Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- 2. Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Other Forms of Harassment: Persistent and unwelcome conduct or actions on the basis of race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or other protected categories under federal or state law.

**Bullying:** Bullying rises to the level of harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation.

"Harassment" also includes "hate speech"—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Complaint Procedures: Any person who believes they have been unlawfully discriminated/ retaliated against or harassed are entitled to utilize the complaint process set forth below. Initiating a complaint will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

All allegations will be investigated as appropriate. If an investigation finds discrimination or harassment has occurred, it will result in prompt and appropriate remedial and/or disciplinary action

The formal investigation process shall include the following steps/considerations:

- 1. To begin the formal complaint process, the complainant must submit a written complaint to the Director of Human Resources. If reporting to this person would not be appropriate under the circumstances, submit the written complaint to the Superintendent or his/her designee. The address for the District Office is: 6815 Southway, Greendale, WI 53129, and the telephone number is 414-423-2700. The Director of Human Resources will send the complainant written acknowledgment of the complaint within five business days of receiving the complaint.
- 2. All complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory, harassing, or retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the complainant.
- 3. The District will investigate complaints promptly, thoroughly, and impartially. The Director of Human Resources shall conduct the investigation or appoint an investigative team or independent consultant to do so. The purpose of the investigation shall be to establish whether the allegations are true, to determine whether the alleged conduct constitutes discrimination or harassment, and to determine whether remedial action is necessary.
- 4. The investigation may include interviews with the complainant, accused party, and any other witnesses who may reasonably be expected to have any information relevant to the allegations; and consideration of any documentation or other information presented by the complainant, accused party, or any other witness that is reasonably believed to be relevant to the allegations.
- 5. The Director of Human Resources shall provide a written report of the results of the investigation to the complainant, the accused party, and the Superintendent within 30 business days of receipt of the written complaint.

## Retaliation

1. The School District will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment, or participates in an investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation will be subject to the same disciplinary action as provided for harassment offenders. Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

## 42. EMPLOYEE ACKNOWLEDGMENT

I acknowledge that I have read the Greendale Schools' Employee Handbook and I understand its provisions. I understand that the School District may modify or eliminate the terms described in the Employee Handbook at any time, with or without prior notice.

I further understand that the Greendale Schools' Employee Handbook and any provisions contained in the Employee Handbook do not constitute a guarantee of employment, a guarantee of any other rights or benefits, or a contract of employment, express or implied. I understand that my employment is at will and that my employment may be terminated at any time for any reason, with or without cause and with or without notice, at my option or at the option of the School District.

Employee Signature	

# <u>APPENDIX A -</u> 2023-24 FRINGE BENEFIT SUMMARY

This summary only identifies various benefits and does not set forth all the terms and conditions under which these benefits may be provided. Summary Plan Description booklets/certificates issued upon enrollment describe our group programs more fully. This summary should be reviewed in conjunction with other benefit materials and the GSD Benefit Handbook, available on the school district website under Faculty/Staff Resources. If there is a contradiction between the information appearing in this handout, the Summary Plan Description booklets/certificates and the information in the plan documents/contract shall govern always.

## I. HEALTH AND WELFARE INSURANCE

## **HEALTH INSURANCE**

The Greendale School District offers a comprehensive group health insurance plan to employees. Employees will contribute to the premium cost for health insurance. Full time is defined as 80% FTE or more for Teachers and 35 hours or more per-week for other employee groups. Part-time employee contributions are prorated based upon 2,080 hours per year. Employees must work a minimum of 30 hours per week in the Greendale Schools to be eligible for group insurance coverage.

Eligible full-time employees who opt out of the District's health insurance program may elect a cash payment in the amount of \$3,000 in lieu of family coverage or \$1,500 in lieu of single coverage during each year. If the employee's spouse works for the Greendale Schools District and takes health insurance, the employee will not be eligible for the alternative "cash-in-lieu" payment.

## **♦ DENTAL INSURANCE**

• Eligible full-time employees will contribute 10% towards the premium cost of Dental insurance. (Premium contribution is prorated for part-time employees.)

## **♦** LIFE INSURANCE

• District provides life insurance coverage at no cost to the employee in an amount equal to the next highest \$1,000 in salary.

# **♦ INCOME PROTECTION INSURANCE**

- District provides long-term disability income insurance coverage at no cost to the employee.
- Benefits will be equal to ninety percent (90%) of the employee's salary at the time of

disability, integrated with social security and retirement. The insurance will begin after sixty (60) calendar days of disability and continue, if necessary, to age seventy (70).

## **♦** WISCONSIN RETIREMENT SYSTEM (WRS)

- District paid employer contribution to the Wisconsin Retirement System.
- Participants are required to make an employee contribution to the WRS in an amount equal to one-half of all actuarially required contributions, as approved by the Employee Trust Fund (ETF) Board.

## **♦ WORKER'S COMPENSATION INSURANCE**

 The Worker's Compensation Act provides for payment of reasonable medical expenses and compensation for lost wages resulting from work-related injuries or disabilities. Employees shall receive benefits from the designated Worker's Compensation carrier for the District following state law.

## II. TIME OFF & LEAVES OF ABSENCE

## **♦ PAID SICK LEAVE**

- School-year Secretarial/Clerical/Paraprofessional and Food Service employees shall be granted ten (10) days of sick leave with pay at the normal hourly rate.
- Calendar-year employees and Teachers shall be granted 12 (twelve) days of sick leave per year.
- Employees may utilize accrued sick leave for personal illness or injury and the care of immediate family members.
- Unused sick leave may be accumulated each year until a total of sixty (60) days is accumulated. An employee who has accumulated sixty (60) days at the beginning of a fiscal/school year may utilize the 10/12 days granted for the current year prior to using any of the accumulated total. In no case shall an employee be able to carry forward more than sixty (60) days of accumulated leave.
- Employees absent on sick leave may be requested to submit a doctor's report certifying
  the employee's inability to report to duty or the employee's ability to perform normal job
  functions.
- The District reserves the right to have an employee on sick leave examined by a physician of the District's choosing at no cost to the employee.

• Upon request an employee may be required to provide a physician's statement that s/he is physically able to return to work.

# **♦ PAID PERSONAL LEAVE (Teachers)**

 Teachers shall receive two personal leave days per school year that may be taken upon prior request and approval from their immediate supervisor. Personal leave usage may be limited based upon time-of-year and substitute availability, at the discretion of the supervisor.

# **♦ PAID PERSONAL LEAVE (Support Staff)**

• School-year Secretaries, clerical staff, paraprofessional and food service staff will receive one paid personal leave day per school year that may be taken upon prior request and approval from their immediate supervisor. Personal leave usage may be limited based upon time-of-year and substitute availability, at the discretion of the supervisor.

## **♦** PAID PERSONAL LEAVE GUIDELINES

- School-year Secretaries, clerical staff, paraprofessional and food service staff will receive one paid personal leave day per school year that may be taken upon prior request and approval from their immediate supervisor. Personal leave usage may be limited based upon time-of-year and substitute availability, at the discretion of the supervisor.
- Personal leave days must be taken in either half- or full-day increments. No shorter periods of time shall be permitted to be used.
- Personal leave may not be used on the day immediately preceding or following a holiday or break (to include, winter and spring breaks, Thanksgiving, Memorial Day). Personal leave may not be used on a Professional Development Day, parent/teacher conference day, or during collaborative data analysis time. Personal leave may not be used during the first or the last week of the school year.
- Staff shall request the use of personal leave at least three (3) days before the anticipated leave. No more than ten percent (10%) of staff may utilize personal leave on any given day. Additionally, no more than five percent (5%) of staff of may utilize personal leave on any given day during the months of May or June.
- Requests will be approved on a first-come/first-served basis.
- Unused personal leave days shall convert to sick leave at the end of the school year and are non- accumulative.

- Paid personal leave shall not be used as a job action or a work stoppage.
- Building Principals and Human Resources will work with employees to allow for exceptional circumstances when necessary.
- Custodial, non-rep, administrative, and calendar year employees do not receive paid personal days\*. \*Some non-rep/calendar year employees hired before July 1, 2011 will continue to receive one personal day as previously allotted.

## **♦** PAID VACATION DAYS (Calendar-year employees)

- All calendar year employees shall be eligible paid vacation on the following schedule:
  - Upon hire, employees are eligible for prorated vacation through July 1.
  - As of July 1, employees shall receive 10 days of vacation.
  - After 5 years of service, employees shall receive 15 days of vacation.
  - After 12 years of service, employees shall receive 20 days of vacation.
  - After 20 years of service, employees shall receive 25 days of vacation.
- Part time employees, working daily, twelve (12) months per year will receive prorated vacation based on the above schedule.
- If a service anniversary that results in an accrual increase occurs during the year, the employee's vacation will increase on the effective date of the anniversary.
- All administrators on twelve-month contracts receive twenty vacation days per fiscal year. Newly employed or part-time administrators will receive prorated vacation where applicable. All vacation days not used within the fiscal year in which it is provided to the administrator will be forfeited.
- When the work schedule does not permit the use of vacation days in the fiscal year in which it is provided, a balance of 15 days vacation may be carried over into the next fiscal year. Any carryover of the prior fiscal year not used by June 30<sup>th</sup> will be forfeited.
- Employees may submit requests for vacation subject to Administrator approval. Vacation periods and the number of employees on vacation at any given period will be determined by the administrator. Vacation requests will be approved on a first come first serve basis.

## **♦** PAID HOLIDAYS

• The following paid holidays are available to non-teaching staff in the Greendale Schools on the following schedules.

Regular paid holidays for non-teaching, full-time, calendar-year employees	Regular paid holidays for part-time, non-teaching school-year employees	Regular paid holidays for part-time, non-teaching calendar-year employees
include:	include:	include:
New Year's Day	New Year's Day	New Year's Day
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
July 4 <sup>th</sup>	Thanksgiving Day	July 4 <sup>th</sup>
Labor Day	Christmas Day	Labor Day
Thanksgiving Day		Thanksgiving Day
Friday following		Christmas Day
Thanksgiving		
Christmas Eve		
Christmas Day		
New Year's Eve		

- Holiday pay will be paid only to those employees who have worked the scheduled hours
  the day before and the day after the holiday, except if they are on approved vacation, jury
  duty, sick leave, or other approved leave.
- Holiday pay shall be computed at the employee's regular rate of pay for the employee's regularly scheduled number of hours.
- If the holiday falls on a Saturday, the paid holiday will occur on the previous Friday. If the holiday falls on a Sunday, the holiday will occur on the following Monday. In the event Christmas Eve and New Year's Eve fall on a Sunday, the proceeding Friday shall be given as the day off.

## **♦** BEREAVEMENT LEAVE

- Employees shall be granted funeral leave of up to a maximum of three (3) days of paid leave in the event of a death in the employee's immediate family. Leave in excess of three (3) days may be granted at the discretion of the Superintendent. Any leave beyond three (3) days will be deducted from accumulated sick leave.
- "Immediate family" is defined as the spouse, children, mother, father, brother, sister, grandparents, or grandchildren of the employee or the employee's spouse, and spouse of any relatives named in this provision.
- Funeral leave of one (1) day, to be deducted from accumulated sick leave, shall be granted by the School District in the event of the death of any of the following relatives of the employee or the employee's spouse: aunt, uncle, niece, nephew, and all in-laws not covered as immediate family.

## **♦ JURY DUTY LEAVE**

- Employees reporting for jury duty service shall be granted time off with normal rate of pay upon presentation of satisfactory evidence relating to this duty of service.
- Compensation received for such duty or service (exclusive of travel pay or pay for jury duty on off-duty days) shall be immediately paid to the Board.
- Said employee shall return to work from jury duty if three (3) or more hours remain to be worked of his/her scheduled work hours. Pay for jury duty will not be deducted from sick leave. Second shift employees do not have to report to work on days they are on Jury Duty.

# **♦ SHORT-TERM UNPAID LEAVE**

• The Director of Human Resources may approve requests for short-term unpaid leave for extenuating circumstances on an exception-only basis, in his/her sole discretion. All requests for unpaid leave shall explain the circumstances of the request and be submitted in writing to the Director of Human Resources. In general, unpaid leave is not provided to employees except for "once in a lifetime" opportunities. Said exceptions may include, but are not limited to events such as participating in an out of town wedding or graduation, extensive travel on extraordinary basis, etc. Unpaid leave will not be granted on a regular basis.

## **♦ LONG-TERM UNPAID LEAVE**

- Teachers may request long-term unpaid leave shall be without pay and without any fringe benefits. All leave requests are subject to the prior approval of the Superintendent of Schools and must be submitted in writing no later than April 1 of the school year prior to the requested leave. In addition, any such leave shall be subject to the following provisions:
  - a. Any teacher on an approved leave shall notify the Superintendent in writing by April 1 of the year of the leave of his/her intent to return to teach the following school year. Failure to timely submit said notification shall relieve the District from any obligation to reemploy the teacher the following year.
  - b. Preference will be given to leave requests which, in the opinion of the Superintendent, will enhance or enrich the teacher's professional experience and/or will provide flexibility for the District in dealing with declining enrollment and staff reductions.
  - c. The teacher may retain all group insurances at his/her own expense during the course of the leave. In the event the teacher chooses not to participate in group health insurance while on leave, the teacher may elect to return to group coverage following return to work without proof of insurability.

• Said leaves may be requested for personal needs, professional reasons or child-rearing.

## **♦** MEDICAL LEAVE

- All employees who are absent for more than five (5) consecutive school days because of illness shall be considered on medical leave. Employees on medical leave may return to employment only upon presentation of a medical release from their doctor.
- The Board of Education may require a statement from a physician of the Board's choice at the Board's expense before allowing any employee on medical leave to return to employment.
- Employees who are eligible for sick leave may use the accumulated amount available for any day of work missed while on approved medical leave.
- Medical leave shall not exceed one calendar year.
- While on medical leave, the District will continue to make the appropriate contribution towards health and dental insurance so long as the employee pays his/her applicable portion of the premium in advance to the District.

# III. OPTIONAL BENEFITS – Benefits listed below are made available at employee cost

#### • SHORT TERM DISABILITY INSURANCE

Employee may purchase short-term disability insurance.

## • FLEXIBLE SPENDING ACCOUNT 125

Employee may contribute pre-tax dollars to a Flexible Spending Account to be applied to qualified health and dependent care expenses.

## • MINNESOTA LIFE INSURANCE

Employee may purchase additional life insurance coverage through Minnesota Life.

## • PRE-PAID LEGAL SERVICES

Available at employee cost of \$14.95/month of enrollment.

# • TAX SHELTERED ANNUITY (403B)

Voluntary pre-tax deduction.

## • AURORA EMPLOYEE ASSISTANCE PROGRAM (EAP) 1-800-236-3231

Confidential service to help you find healthy solutions for life. Available to employees and family members. Specialized work-life services such as: adoption information services, child care consultation, elder care consultation, legal consultation/mediation services and financial

consultation. The EAP can also provide assistance for other concerns such as: relationship issues, workplace concerns, parent/child problems, alcohol or drug abuse, depression, or divorce.

## • VISION INSURANCE

Employees may purchase vision insurance.

## • DISCOUNTED CHILDCARE

Employees who work 20 hours per week or more may enroll their child in childcare through the Greendale Park and Recreation Department at a discounted rate. Summer care, through the Summer Adventure Club, and school-year care, through Bridge for Kids, is available.

## **Summer Adventure Club**

Employees will have the option to enroll their children age 5-12 in the Summer Adventure Club at a discounted rate. Employees must register for their children to attend. Registration fees of \$35.00 per child, or \$65.00 per family apply.

- All employees who work 20 hours or more per week during the school year are eligible for discounted care.
- Regular registration fees and any field trip costs apply. There is no discount available for these add-on fees.
- Employees can register at any time. There is no deadline for registration for GSD employees; however, when requesting care, weekly calendars must be received at the Park and Recreation office no later than the Tuesday of the week prior.

## **Bridge for Kids**

Employees will also have the option to enroll their children age 5-12 in Bridge for Kids, Park & Recreation before & after school child care, at a discounted rate. Regular registration fees apply.

\*Rates for 2023-24 TBD. Contact Park & Recreation for more information.

# <u>APPENDIX B -</u> SUPPLEMENTAL BENEFIT SUMMARY – SUPPORT STAFF

This summary only identifies various benefits and does not set forth all the terms and conditions under which these benefits may be provided. Summary Plan Description booklets/certificates issued upon enrollment describe our group programs more fully. This summary should be reviewed in conjunction with other benefit materials and the GSD Benefit Handbook, available on the school district website under Faculty/Staff Resources. If there is a contradiction between the information appearing in this handout, the Summary Plan Description booklets/certificates and the information in the plan documents/contract shall always govern.

# I. RATES OF PAY

## **♦ OVERTIME PAY**

- Time and one-half (1½) of the employee's base hourly rate will be paid for any work in excess of forty (40) hours per week. Two times (double time) the employee's base hourly rate will be paid for any work on Sundays and scheduled holidays.
- Custodial/Maintenance building checks are exempt from double time on Sundays and will be paid at the time and one-half  $(1\frac{1}{2})$  overtime rate.
- Employees may choose compensatory time at the earned overtime rate for overtime hours worked. Compensatory time may be accumulated up to forty (40) hours saved and can only be used during the summer vacation period or non-school days. All compensatory time accumulated and not used by the first day of the following school year will be paid out as overtime in the first pay period in September of that year.
- Overtime will be allowed only when specifically requested and approved before the overtime is worked.
- Overtime will be distributed as equally as practicable among qualified employees within the school district. The District will attempt to offer overtime to employees who normally work in the area or building where the need for overtime work arises. If this is not practicable, the District will to distribute the overtime as equally as possible among other qualified employees within the district.

## **♦ NIGHT SHIFT PREMIUM PAY**

- Full-time Custodial/Maintenance employees will receive a shift premium of fifty cents (\$0.50) per hour for time worked on the regular night shift schedule (scheduled start time of 2:30pm or after) and for overtime hours worked that are a continuation of their regularly scheduled hours of work.
- Day shift employees who start early or stay after their regular schedule for hours will not be paid night shift premium.

## **♦** CALL-IN PAY

- Regular full-time Custodial/Maintenance employees called in on emergencies outside of their regularly scheduled hours of work will be guaranteed two (2) hours of pay at the double time rate. Call-in pay or overtime pay, whichever is greater, will be paid.
- This call-in provision will not apply if hours worked, in addition to regularly scheduled hours, are worked as an extension following the employee's regularly scheduled hours. If overtime work is scheduled prior to an employee's regularly scheduled hours of work, call-in provision will not apply if employees are notified of the scheduled overtime work prior to the end of the employee's previous work shift.
- All emergency call-ins on Sunday and Holidays, which result in overtime work, will be paid at double time pay. Minimum call-in time will be two hours at double time pay. This language specifically applies to emergencies only, and not to work scheduled in advance. Sunday and Holiday hours start at 12:01 a.m. to 12:00 midnight of the Sunday or the Holiday.

## **♦ PROMOTIONAL PAY**

• When an employee is promoted to another position, that employee will receive the salary step in his/her new classification/range that is next highest in pay to their current rate (i.e., an employee could go from Step 6 to Step 1 if the new classification Step 1 is a higher rate of pay than the Step 6 in the employee's old classification).

## II. UNIFORM ALLOWANCE

#### **♦** UNIFORMS

- All full-time custodial and maintenance employees shall wear a uniform as required by the District, including a name tag or badge. Each full-time employee will be provided with five (5) uniforms per year (July June). Each part-time custodial employee will be provided with two (2) such smocks or shirts per year (July June).
- Food service employees shall receive reimbursement for uniform allowance of up to one hundred fifty dollars (\$150.00) per year (September June). Employees shall submit a receipt of uniform purchase for reimbursement to the Food Service Coordinator by October 1 and/or February 1 for reimbursement. (Allowance is provided for shoes, pants and shirts that meet the GSD food service dress code.)
- If an employee voluntarily terminates employment with the Greendale Schools during the school year, uniform allowance will be prorated based upon the number of months actually employed, and employee agrees to reimburse the District for any excess allowance received within the current school year, based upon proration amount. (1 month = \$15).

• After ninety (90) days of employment, substitute food service employees shall receive reimbursement for uniform allowance of up to twenty five dollars (\$25.00) per year (September – June). Employees shall submit a receipt of uniform purchase for reimbursement to the Food Service Coordinator by October 1 and/or February 1 for reimbursement. (Allowance is provided for shoes, pants and shirts that meet the GSD food service dress code.)

## **♦** CUSTODIAL/MAINTENANCE SAFETY SHOES

All full-time custodial and maintenance employees will be expected to wear approved safety shoes. Employees may receive a shoe allowance of two hundred and fifty dollars (\$250.00) per year (July – June). Employees shall submit a receipt of shoe purchase for reimbursement to the Director of Buildings & Grounds within ten (10) days of purchase. Employees may request additional pair(s) of safety shoes, in writing, to the Director of Buildings & Grounds based on employee duties and/or a medical condition.

## **♦** MAINTENANCE PRESCRIPTION SAFETY GLASSES

The District will provide prescription safety glasses, only to the maintenance employees that need prescription glasses. No more than one pair per year may be purchased for any individual employee. Quality of the safety glasses will be determined by the School District.

## III. FOOD SERVICE SAFETY BONUS

#### **♦** SAFETY BONUS

• Food Service employees will receive \$15.00 at the end of the first three-month period in which there has not been a work-related injury leading to lost work time for employees. Payments of \$20 shall be made at the end of a six-month interval without such injury, and payments of \$25 shall be made at the end of a nine-month interval and each subsequent three-month interval without such injury. Safety bonuses are earned separately by school location.

# IV. FOOD SERVICE CATERING PAY

❖ Employees who work a catering event *after* the normal kitchen hours will be paid catering pay, which is \$18.00 per hour, as approved by the Food Service Coordinator.

## V. FOOD SERVICE PRACTICES

❖ Other than scheduled tours, family members or friends are not permitted in the cafeteria/kitchen area.

- ❖ All food service employees may receive a complimentary lunch of up to \$3.75 in value on a daily basis. Food may only be consumed during the lunch period designated by the Food Service Coordinator, except for the purposes of tasting for flavor.
- Employees may not take home or give away cafeteria food or supplies. This includes cooked, uncooked, and leftover foods. No food is permitted to leave the premises. Violation of such will be subject to disciplinary action.
- ❖ Attendance Every position in the Food Service Department is vital to the success of the operation. It is important to be in your cafeteria every day of the week. It is understandable that emergencies and illness do make some absences unavoidable. However, appointments should be made before or after work hours. It is the responsibility of the employee to notify his/her manager of an absence at the earliest opportunity, but in no case later than two hours prior to the start of your shift.

# VI. SCHOOL CLOSINGS – INCLEMENT WEATHER/EMERGENCY CLOSING

## **♦ FOOD SERVICE/SUPPORT STAFF**

- In the event any or all schools are closed due to inclement weather or other emergency situation, employees shall be given the option of applying a personal day or vacation day of leave (if available) to cover the day of absence and receive pay. If an employee chooses not to apply a personal day or vacation day (or does not have either type of paid leave days available) to cover the school closing, it will be considered an unpaid day.
- In the event any or all schools are closed due to inclement cold weather, clerical/office staff can choose to report to work, as the buildings will be open. If these staff members choose not to report, then they may apply personal/comp time (if available) to receive pay for the day, or take it as an unpaid day if no paid leave time is available.

## **♦** MAINTENANCE/CUSTODIAL STAFF

In the event any or all schools are closed due to inclement weather or other emergency situation, regular full-time Custodial/Maintenance employees will be expected to make all reasonable effort to get to work. If unable to physically report to work contact should be made with the Director of Buildings and Grounds as soon as possible. It will then be determined whether the lost day shall be considered as an unpaid day or vacation day. Part-time Custodial/Maintenance employees will not be expected to work and will not be paid for the day.

# APPENDIX C TEACHER SEVERANCE BENEFIT EXPLANATION

This explanation provides a summary of the Teacher Severance Benefit and does not set forth all the terms and conditions under which these benefits may be provided.

# **Teacher Severance Benefit**

- ♦ Teachers who had 15 or more years of experience as of June 30, 2011, will be eligible to receive the level of severance benefit that was available to them as of June 30, 2011.
- ♦ Benefits will be available based upon the 2010-11 contract amounts, in accordance with the following schedule:

	Benefit
Years	(% of 2010-11
(FTE)	contract rate)
15	70%
16	73%
17	76%
18	79%
19	82%
20	85%
21	88%
22	91%
23	94%
24	97%
25	100%

- Retirement from the Greendale School District provides an open enrollment opportunity into the district's group health insurance on the effective date of retirement, which for a typical end-of-year retirement is the last day of school. All retiring teachers, regardless of insurance status prior to retirement, have the right to enroll in the insurance program for the effective date. The deadline for changing health insurance enrollment for the effective date of an end-of-year retirement is May 1, for an effective date of June 1. (If a retirement is granted for any time other than the end of the school year, the District will establish the effective date of retirement and the deadline for enrollment.)
- Employees shall be identified as a member of a distinct class of retiring employees as of the effective date of their retirement.
  - Group 1: Employees who, on the effective date of retirement, are enrolled in family coverage in the district's group health insurance program are identified as a distinct class of

- retiring employees. For this class of retiring employees, the district shall credit 100% of the retirement benefit to an HRA account.
- Group 2: Employees who, on the effective date of retirement, are not enrolled in the district health insurance program are identified as a distinct class of retiring employees. For this class of retiring employees, the district shall contribute 100% of the retirement benefit to a TSA on behalf of the retiring employee.
- Group 3: Employees who, on the effective date of retirement are
  - a) enrolled in single coverage in the district's group health insurance program, or
  - b) enrolled in family coverage with one or both spouses eligible for Medicare are identified as a distinct class of retiring employees. For this class of retiring employees, the District shall distribute the retirement benefit as follows: 65% of the retirement benefit shall be credited by the District to an HRA account and 35% of the retirement benefit shall be contributed by the District to a TSA on behalf of the retiring employee.
- ❖ Employees will be identified as a member of a distinct group based upon their insurance enrollment as of the effective date of their retirement.
- ❖ The full amount of the retirement benefit shall be credited to the HRA during the month of July following the effective date of retirement (or within 15 business days if the district grants a late retirement request that comes in after the end of the school year).
- ❖ The district assumes the full costs of all asset fees assessed by the HRA for the first year of the account. After the first year, any fees will be deducted from the retiree's account.
- ❖ The TSA contribution shall be made on the same schedule as the HRA, except as may be restricted by applicable maximum contribution limits and timelines under IRC Section 403(b).

#### Survivor Benefits:

If the retiree dies before the HRA account is exhausted or before payment of the entire TSA benefit (because of IRS restrictions):

- If payment was being made to a TSA, a lump sum TSA contribution will be made by no later than the end of the month following the month in which the death occurred, to the maximum extent and, within reason, as soon as permitted by the IRC and applicable regulations.
- If payment was being made to the HRA, accessible to qualifying dependents, the contribution will be made by no later than the end of the month following the month in which the death occurred, to the maximum extent and, within reason, subject to applicable HRA plan regulations.
- To the extent that a remaining balance exists that cannot be distributed to the TSA or withdrawn from the HRA, any remaining funds will be made as a deposit to the Greendale School District Fund 73, the employee benefit trust, established and maintained for the purpose of funding employee retirement benefits.
- ❖ Plan participants are able to obtain a copy of the GSD Trust Agreement upon request.

# <u>APPENDIX D -</u> TEACHER COMPENSATION STRUCTURE

# **2023- 24 Compensation Model Board Approved 4/24/23**

Level	2023-24 STRUCTURE
A	
В	\$44,555
C	\$46,360
D	\$48,200
E	\$51,000
F	\$53,040
G	\$55,175
H	\$57,375
I	\$59,670
J	\$62,220
K	\$64,720
L	\$67,320
M	\$70,075
N	\$72,950
О	\$76,500
P	\$79,560
Q	\$82,000

- Teachers must demonstrate proficient performance\* to receive increased compensation as they advance through the structure.
  - \*Proficient performance as defined by the Effectiveness Project Professional Evaluation System.
  - \*Teachers who are on a Plan of Special Assistance (PSA) will not receive a salary increase.
- Salary structure subject to annual Board review.

## Professional Development (PD) Certifications/License Incentives

Compensation for increased Professional Expertise

- National Board Certified Teacher \$3,000 annual stipend
- Master's degree in pre-approved area such as Educational Leadership, Instructional Technology, Content area Master's at the Secondary level, Reading/Math Specialist Certification at the Elementary level – \$1500 annual stipend
- PhD in Content area \$1,500 annual stipend

# APPENDIX E -SUPPORT STAFF SEVERANCE BENEFIT EXPLANATION

This explanation provides a summary of the Support Staff Severance Benefit and does not set forth all the terms and conditions under which these benefits may be provided.

# Support Staff Severance Benefit as of June 30, 2011

- Support staff who met the age and years of service requirements outlined in the Collective Bargaining Agreements that expired on June 30, 2011, will be eligible to receive the level of severance benefit that was available to them as of June 30, 2011.
- Benefits will be available based upon the 2010-11 benefit levels, in accordance with the expired contract language for those who met the qualifying criteria as of June 30, 2011.

Expired contract language provided a different level of benefit for each group.

- AFSCME (Custodial/Maintenance): Benefit provided for 7 years of health and dental insurance paid at 75% of the rate being paid at the time of retirement for employees with 25 or more years of service and age 57 or older. The Agreement also provided a Retirement payment based upon years of service to employees at least 57 years old, with 25 years of service (not to exceed \$7,500).
- Food Service The food service contract provided a severance payment following at least 15 years of service.
- SCA (Secretarial/Clerical/Aide): Benefit provided for 3 years of health insurance paid at 75% of the rate being paid at the time of retirement to employees with 16 years of service and age 55 or older.
- SCA (Secretarial/Clerical/Aide): Benefit provided for a severance payment following at least 15 years of service (no age requirement).

# Greendale Schools

#### 2023 - 2024 School Calendar

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April 2024						
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Student Progress Conferences:						

Student Progress Conferences: Elementary - 10/12/23, 10/19/23 & 2/15/24 GMS - 10/25/23 & 2/15/24 GHS - 10/25/23 & 2/15/24 August 29 or 30 – Meet Your Teacher
Oct 2 – PD AM / Data PM
Oct 31 – PD AM / Data PM
Nov 22 – Conference release day
Jan 15 – PD/ MLK Day of Service
Jan 22 – No school for GH5 students

Feb 16 – PD AM /Conference release PM April 1 – PD AM / Data PM

May 24 – PD AM/ Data PM

Semester 1 – ends 1/19/24 Trimester 1 – ends 12/1/23 Trimester 2 – ends 3/8/24

175 student days 187 teacher days



School Closed/ Holidays

Teacher Workday – anytime in Aug.; teacher choice



Teacher in-service / conference release day



First and Last Day of School; June 7 is a half day

## Teacher Calendar Notes:

August 24 - Opening Day Professional Activities

Week of August 28 – 31: 16 hours of Professional Development, plus one day of Building PD 
"Paraprofessional PD days – August 22, October 2, and April 1"