### BRUCE SCHOOL DISTRICT EMPLOYEE HANDBOOK

July 1, 2025-June 30, 2026

**BOARD APPROVED:** 

Approved August 12, 2025

<u>Vision Statement</u>
We envision providing our students with all available resources to reach their full potential.

<u>Mission Statement</u> We cultivate a community of life-long learners.

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#### GENERAL POLICY STATEMENT

It is the policy of the Bruce School District to provide **equal opportunity in employment** to all qualified employees and applicants for employment. Positive action is required from <u>all</u> employees to help ensure that the Bruce School District complies with its obligations under state and federal law.

This Handbook is not a contract of employment; the Handbook supersedes and replaces provisions previously found in collective bargaining agreements that have expired and/or found in personnel policies and procedures that require modification due to the Budget and Budget Repair Bill. The Handbook applies to non-represented employees as well as general municipal employees previously covered under a collective bargaining agreement. For employees who remain covered under a collective bargaining agreement, the terms of the bargaining agreement supersede the terms of the Handbook. The Bruce School District reserves the right to modify, revoke, suspend, terminate, or change without notice any statement in this handbook concerning rules, policies, procedures, regulations, benefits or other matters.

#### **DEFINITIONS**

Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under §118.24, Wis. Stats. And other supervisory administrative personnel designate by the district.

Casual Employees: Casual Employees are defined as people who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

Discipline: Discipline is defined as a suspension [unpaid or paid] or a written or verbal reprimand.

Regular Employees: Regular Employees are defined as employees whom the district considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee

- 1. Regular Full-time Employee: Regular full-time employees are defined as ones who work thirty (30) or more hours per week for a school year or more.
- 2. Regular Part-time Employee: Regular part-time employees are defined as ones who work less than thirty (30) hours per week for a school year or more.
- 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the season needs of the district. A summer school employee is defined as an employee who is hired to work for a District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

- 1. If seasonal/summer school session employment is available, the district may offer seasonal/summer school employment to the applicable qualified regular school year employees. The district is free to use outside providers to perform such work.
- 2. The terms and conditions of employment for seasonal/summer school session shall be established by the district at the time of hire. Unless specifically set forth by the district at the time of hire, work performed by a regular employee during a season or

summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

Substitute Employees: Substitute Employees are defined as people hired to replace a regular employee during the regular employee's leave of absence or time off.

Supervisor: The district will identify the individual employee's supervisor on the employee's job description.

Teacher: Teachers are defined as persons hired under a contract under §118.22, Wis. Stats.

Temporary: Temporary Employees are defined as people hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under §118.22, Wis. Stats, §118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.

#### THE ROLE OF MANAGEMENT

#### **Policy:**

Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the District reserves any and all management rights regarding employees' employment status.

The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations;
- K. Direct all operations of the Bruce School District;
- L. Take whatever action is necessary to comply with state and federal law; and
- M. Take whatever action is necessary in situations of emergency.

#### **EMPLOYMENT CONTRACT**

It will be the responsibility of the District Administrator to ensure that all members of the professional staff execute a written employment contract in accordance with the legal requirements related to their position in the District.

The District Administrator is authorized to execute employment contracts for the Board of Education upon approval of employment.

118.21, WI Stats.

#### HOURS OF WORK / WORK SCHEDULES / CALENDARS

**<u>POLICY</u>**: To provide employees with regular work hours and work schedules while ensuring staff coverage necessary for effective operations.

#### **Hours:**

**Teachers:** The normal workday for full-time teachers shall be 7:45 a.m. to 3:45 p.m. except when staff meetings are planned or the teacher has arranged for a parent conference. **Days of staff meetings will be from 7:30 a.m.** – **3:30 p.m.** On Fridays and days before break, teachers may leave after the departure of the last school bus.

Recognizing that teachers are professionals and are often required to work outside of the workday, the parties also agree that teachers may be required to work before 8:00 am and beyond 3:30 pm on a given day in order to attend staff meetings and arrange for/attend parent conferences, including IEP staffing teachers shall have a paid designated lunch period.

**Part-time:** The normal workweek for any part-time employee shall be designated by the Bruce School District.

<u>Calendars</u>: The length of the school year shall meet the requirements of hours and minutes as required by law. The school calendar will include days to be used as inservice and parent/teacher conference days, and one legal holiday. In the event of an emergency resulting in the loss of a school day, the calendar will be extended at the end of the school year or on a vacation day during the school year, so as to meet the hours and minutes of attendance as required by the district and by the WI Department of Public Instruction. Any other cancellations may be made up at the discretion of the Board of Education and Administration Team.

The school year calendar shall be proposed by the Leadership Teams in collaboration with the Administrative Team. The final draft of the calendar will be presented to the Board for approval by the Administrative Team..

#### **Associate Staff:**

Secretaries: The workday shall be eight continuous hours, including one-half hour paid lunch and including a paid fifteen-minute break both morning and afternoon; secretaries shall be available for work during the paid lunch.

Teacher Aides: The normal workday for a full-time teacher aide shall be seven and one-half continuous hours, including one-half hour (unpaid) lunch and including a paid fifteen-minute break in the morning or afternoon.

Cooks: The length of the workday for cooks will vary. One cook position will be eight hours. Cooks will receive one fifteen-minute break in the morning and one-half hour paid lunch if they work at least three and one-half hours; the cooks will be available for work during their one-half hour paid lunch. The workday for cooks will vary with the menu.

Kitchen Helpers: The workday for kitchen helpers shall be as assigned by the administration.

Custodians: The normal workday for custodians shall be eight hours, not including one-half hour (unpaid) lunch, but including two fifteen-minute breaks.

Janitorial: The workday for janitorial staff shall be as assigned by the administration. A janitor scheduled to work eight hours does not include one-half hour (unpaid) meal, but includes two fifteen-minute breaks.

#### ABSENCES/LEAVES

<u>Sick Leave</u>: To allow paid leave for purposes of illness, medical appointments, and making funeral arrangements and/or attendance at a funeral.

Sick leave will be granted at the rate of ten (10) days per year for school-year employees and twelve (12) days per year for twelve-month employees, cumulative to one hundred days for sick leave. Teachers using more than three consecutive leave days will be required to present a doctor's excuse for illness upon return to work. A note from a doctor may be required, at any time, for sick leave during the year depending upon the circumstances. This is at the discretion of the District Administrator or Principals and the Special Education Director.

Employees may use up to two emergency days per school year at the discretion of the District Administrator. Reasons for emergency days may include emergencies at home, auto accidents, home maintenance emergencies, etc.

Employees shall be granted up to four days for funeral leave of an immediate family member. This includes: spouse, children, parents, in laws, grandparents and grandchildren. A retiring teacher shall receive a stipend of \$120 per unused sick day.

A retiring associate staff employee shall receive a stipend of \$120 per unused sick day.

All sick/emergency leave payouts shall be made as a cash payment at retirement. The employee must meet the early retirement provisions in order to receive the sick/emergency leave payouts. The employee is responsible for any and all applicable taxes, including FICA.

# <u>Personal</u>: To provide employees with paid leave time, that can be taken in half-day increments, in order to conduct personal business.

All employees will be granted two (2) paid days of personal leave per year. Employees must request personal leave at least twenty-four (24) hours prior to the anticipated leave. Personal leave will be granted by the administration if an approved substitute is available. No more than two (2) teachers shall be granted personal leave on any one school day. One additional teacher may be granted a personal day when two (2) teachers are already out, but that day will not be confirmed until two weeks prior. Requests will be honored in the order in which they are received.

Personal leave from one-half day to three days remaining at the end of the school year will be transferred to the following year. Personal days may be accumulated to a total of five (5) days. Personal days cannot be used to extend a break in school. For example, a staff member may not leave two days before the Christmas break with personal days. In a special circumstance, the District Administrator may allow flexibility for personal days before or after planned breaks. This can only be done once every two years. Personal days may not be taken in the first two weeks of school or the last two weeks of school. Special circumstances may be taken into account at the discretion of the District Administrator.

**Teachers**: In the event such leave is granted, a teacher will have to use their paid personal leave days, including carried over paid personal leave) before they are able to request any non-paid leave days.

Personal days may be accumulated to a total of five (5) days. If the one (1) or two (2) personal days are not used and the teacher notifies the superintendent that he/she does not want the day(s)

to transfer to the following year, the teacher will receive \$120/day after the school year ends. This notification should occur by June 1.

# <u>Professional</u>: To provide employees with opportunities to take Professional Leave for approved staff development meetings/workshops.

Each teacher may be granted one day leave per year with the approval of the superintendent to attend professional meetings in the teacher's field or as assigned. Associate staff may be assigned to attend professional development or workshops in their area.

### <u>Vacation:</u> To provide eligible employees with paid vacation time while meeting the operational needs of the Bruce School District.

#### **Associate Staff:**

Twelve-month employees are entitled to paid vacation under the following schedule. All vacations will be based on a July 1 to June 30 year.

Employees earn vacation in one year to be taken in the subsequent year. For example, during the first year (or partial year) of employment there is no vacation, the employee is earning one week to be taken during the second year; during the thirteenth year the employee is earning vacation to be taken during the fourteenth year; etc. Employees will be provided with the following paid vacation:

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After the 1<sup>st</sup> year or partial year – 1 week
After the 2<sup>nd</sup> year – 2 weeks
After the 7<sup>th</sup> year – 3 weeks
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After the  $11^{th}$  year -3 weeks plus 1 day

After the 12<sup>th</sup> year – 3 weeks plus 2 days

After the  $13^{th}$  year -3 weeks plus 3 days

After the 14<sup>th</sup> year – 3 weeks plus 4 days

After the  $15^{th}$  year -4 weeks

After the  $20^{th}$  year -5 weeks – the additional week to be taken during non-student contact days.

Vacation requests will be considered on a first-come basis. Requests shall be submitted to the District Administrator for approval and scheduling.

An employee may carry over 10 (ten) days of vacation for up to 6 months. Vacation days must be used by that time.

The ten-month secretary position shall be eligible for partial paid vacation benefits as follows: For every seven days worked beyond/before the school year, the employee shall earn 1/10 of the above paid vacation benefit.

The ten-month secretary position is to begin two weeks before students arrive in the fall and two weeks after students finish their last day of school. The ten-month secretary will work only days when the children are in attendance at school.

A third personal day is granted for the ten-month secretary position and the 12-month employees.

All employees age 55 will receive their vacation payout as a Retiree Health Reimbursement Account contribution. Active employees will receive vacation payout as cash.

# <u>Holidays</u>: To identify employee holidays and to establish a consistent procedure for scheduling and payment for eligible employees.

The following holidays shall be paid holidays for associate staff:

- 1. For twelve-month employees, the holidays are Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, and Good Friday.
- 2. For school-year employees, the holidays are Labor Day (if school is in session before this holiday), Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day (if school is in session after this holiday).
- 3. If the holidays, as listed, fall on a Saturday or Sunday, the holiday will be celebrated on either the Friday, the following Monday, or a third mutually agreed-upon day.
- 4. If the holiday falls during a period when the regular work day is 10 hours rather than 8 hours (Memorial Day or July 4<sup>th</sup>,), employees will be compensated for a full day on that holiday.
- 5. In order to be eligible for holiday pay, an employee must be on the active payroll of the District and must have worked the regularly scheduled workday before and after the holiday unless on legitimate leave.
- 6. If it is necessary for an employee to work on a paid holiday, the employee shall receive holiday pay plus regular pay.

<u>Other</u>: Unpaid leave will be granted without Board approval for up to 5 days every 2 years. Employee health, dental, long term disability premiums, and/or cash in lieu will be deducted at

the individual employee daily rate. Otherwise, upon request of the employee and recommendation of the Administrator, the Board may grant a leave of absence to qualified personnel for the purpose of study, travel, or for such other purposes as may be granted by the Board. All terms and conditions of such leave shall be determined between the employee and the Board.

# Family, Medical & Military: To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act.

<u>Federal.</u> Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours of service over the previous 12 months.

State. Employees are eligible if they have worked for a covered employer for more than 52 consecutive weeks, for a minimum of 1,000 paid hours.

#### **Basic Leave Entitlements - Family & Medical.**

<u>Federal.</u> Up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

State. On a calendar year basis, the following unpaid, job-protected leave is available:

- Up to 6 weeks per 12-month period for the birth or adoption of a child;
- Up to 2 weeks per 12-month period to care for a child, spouse, parent or parent-in-law, domestic partner or domestic partner's parent who has a serious health condition;
- Up to 2 weeks per 12-month period for the employee's serious health condition.

#### **Basic Leave Entitlements - Military:**

Federal.

- Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status may use their 12-week leave entitlement to address certain "qualifying exigencies";
- Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Any employee who is interested in taking a family / medical / military leave should contact the District Office for further information about your rights and responsibilities under both laws.

#### **EMERGENCY SCHOOL CLOSURES**

<u>POLICY</u>: To provide for emergency conditions where closure of the workplace is necessary to ensure student safety.

In the event that school is closed for a full or partial day, the day may be made up at the discretion of the District. The District shall, at a minimum, make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours of instruction) of the State of Wisconsin. Employees shall not receive additional compensation for make-up day, with or without students.

#### **Associate Staff:**

The first three full days (five days total for employees that regularly start work at or after 3:30 p.m. with a maximum of 3 being full-day school closings), or their equivalent, that school is closed due to inclement weather, employees shall not lose any compensation. Employees who report for work on those days, before school is cancelled, shall not receive any compensation over and above their regular wage. After three full days, associate staff (Anyone who signs the handbook) may choose to either take sick time, personal time, vacation time, or unpaid time. The Board reserves the right to adjust this according to excessive weather-related closures.

There shall be no loss of compensation to employees as the result of the school being closed due to violence-related threats, provided that the District does not suffer a reduction in state aids as a result of such school closure. In the event the emergency school closure time for which compensation is paid is later made up, there shall be no additional pay, since the employee will have already been paid for the time which is made up.

#### PAYROLL & DEDUCTIONS FROM PAYROLL

**Policy:** Standardization of payroll and payroll procedures in accordance with applicable

#### state and federal guidelines.

**Pay Periods:** Paychecks will be deposited by direct deposit on the 5<sup>th</sup> and 20<sup>th</sup> of each month. Employees will be given the option to have 24 equal installments or a lump sum contract payout on June 20<sup>th</sup>. Should the payday fall on a weekend or holiday, deposits will be made on the previous business day.

**Data Changes:** Please notify the business office if any changes occur in your name, home address, telephone number, marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

**Deductions:** It is the District's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the Finance Manager who can assist you in understanding the information that is required in order to investigate the matter.

The District is committed to investigate and resolve all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

#### BENEFITS - HEALTH INSURANCE & COBRA

**<u>POLICY</u>**: To provide health insurance to those employees who qualify for coverage.

<u>Coverage</u>: Levels of benefits provided and employee participation is determined by the Bruce School District and applicable state and federal regulations. The board reserves the right to name the carrier and/or self-fund its health insurance program.

**Eligibility:** All employees working 30 hours or more per week except; The District shall pay 88% of the premium for employees working at least 1260 hours per year. The District shall prorate these insurance payments for employees that work less than 1260 hours per year. The proration shall be based on the 1260-hour standard.

**<u>District contribution:</u>** The district will contribute eighty-eight percent (88%) of the premium cost of the plan for employees eligible for full coverage.

Other employees receiving prorated coverage will have contributions prorated accordingly.

The district will contribute \$1,500 single and \$3,000 family to an employee's Health Savings Account (HSA). The contributions will be \$1,000 single/ \$2,000 family January 1st and \$500 single/ \$1,000 family September 1st. HSA contributions are for employees enrolled in the district's health insurance program.

Alternate Benefit Plan: The District will offer a cash in lieu of insurance buyout for employees eligible for full family coverage and that have other group coverage. Those employees may choose a \$700/month cash stipend. Employees must choose this option during our open enrollment period of each year and remain on it for the entire calendar year. New employees will have the opportunity to choose this option when hired. A qualifying event may allow you to choose the cash in lieu option of health insurance

<u>Section 125 Plan:</u> The District will provide a Section 125 Plan. The vendor shall be selected by the District. Subject to state and federal regulations, the Plan shall provide for pre-tax (state and federal withholding and FICA) deductions for the following:

• Employee's share of health and dental insurance premiums

The District's health and dental insurance premium contributions shall cease on the last day of the month during which the employee resigns. This provision shall not apply to summer health and dental coverage for an employee who retires, effective at the end of the school year.

<u>Insurance Continuation</u>: Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care

coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

For additional details regarding coverage and premium contributions, contact the District Administrator.

#### BENEFITS - ADDITIONAL INSURANCES

**<u>POLICY</u>**: To provide additional insurances to those employees who qualify for coverage.

**<u>Dental Insurance:</u>** Eligibility for dental insurance shall be determined by the same criteria as used for health insurance. The Board reserves the right to name the carrier and/or self-fund its dental program.

The board shall pay the full premium for dental insurance for eligible teachers.

Employees who pay a portion of their insurance premiums and who do not work in the summer shall have their portion of summer insurance premiums deducted from their regular wages during the school year.

**Long Term Disability Insurance:** The District shall pay the full cost of a 90-day LTD plan for Eligible employees. Eligibility for LTD shall be determined by the same criteria as used for health insurance.

**Group Life Insurance:** Group Life Insurance is available as a payroll deduction to all employees.

#### **BENEFITS - RETIREMENT**

### **<u>POLICY</u>**: To provide retirement contributions to eligible employees in accordance with State law.

WRS Employee Contribution: Once eligible for coverage under WRS, coverage is mandatory and an employee may not "opt out" of WRS. Employees are required to pay "one-half of the actuarially required contributions" as required by law. Employee contributions are pre-tax.

#### **Early Retirement Provisions:**

Full-time teachers and support staff will have the ability to secure the following early retirement benefits between the ages of 55 and the age the employee becomes eligible for Medicare or Medicaid. The retiree must have a record of 12 continuous full-time years of employment with the Bruce School District to be eligible for early retirement provisions.

Hired before 9/1/1992 - \$750/month for 60 months into a Health Reimbursement Account

Hired between 9/1/1992 and 8/31/2002 - \$750/month for 48 months into a Health Reimbursement Account

Hired between 9/1/2002 and 8/31/2012 - \$750/month for 36 months into into a Health Reimbursement Account

Hired after 9/1/2012 – \$3500/year into an HRA for 2 years into a Health Reimbursement Account.

Employees who are eligible for health insurance but not full time will have the amount prorated to coincide with percentage of premium paid while employed.

A teacher must notify the District office on or before February 1<sup>st</sup> of the school year prior to the year of retirement to qualify for early retirement benefits. Associate Staff must give a 30-day notice to the District office to qualify for early retirement benefits.

All those who are eligible for early retirement benefits will receive an amount toward a Health Reimbursement account. The administrative fees for the HRA are covered by the participating retiree. These monthly payments will not be extended beyond the employee's eligibility date for Medicare or Medicaid. In the event the former employee dies during this period, the former employee's surviving spouse will be entitled to reimbursement for qualified medical expenses until the account balance (at the time of former employee's death) is exhausted. The "surviving spouse" must be a qualified dependent as defined in the Internal Revenue Code. If no surviving spouse exists at the time of the employee's death, the balance of the retiree's HRA account will revert to the District.

#### ELECTRONIC MEDIA & SOCIAL MEDIA POLICY

POLICY: It is the policy of the employer that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

#### **General Guidelines - Electronic Media:**

- 1. All staff are to refrain from using cell phones during their working hours. Cell phones may be used during lunch break, work breaks, and before or after school. Staff may not use cell phones during prep times.
- 2. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the employer. They are not the private property of any employee.
- 3. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes. Social media systems ((Facebook, Instagram, etc.) may not be accessed and used during prep times.
- 3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
- 4. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.

- 5. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
- 6. The employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose.
- 7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
- 8. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless specifically authorized to do so.

#### **General Guidelines - Social Media:**

- 1. **Only on Your Own Time**. Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in social media activity during work time.
- 2. **Post as Yourself**. Make clear that you are expressing your personal views alone, not those of your employer.
- 3. **Be Respectful and Nice**. Do not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, or inappropriately inflammatory.
- 4. **Comply with Harassment and Other Policies**. Team members may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment and Retaliation policy.
- 5. **Keep Secrets**. You must not disclose confidential information.
- 6. **Use Good Judgment**. Because what you say online is accessible to the public, use good judgment in your communications.
- 7. **Obey the Law**. Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that

violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.

- 8. **Don't Expect Privacy**. Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.
- 9. **Ask for Guidance**. If you have any questions about what is appropriate to include in social media communications, ask your supervisor.

**<u>Duty to Report</u>**: All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace.

**Policy Violations:** Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.

#### GRIEVANCE PROCEDURE

**<u>POLICY</u>**: To provide a timely and orderly review of decisions concerning:

- a) employee terminations; b) employee discipline; and c) workplace safety.
- **I.** Purpose and Applicability: This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

#### II. Definitions

A. Definition of "Employee":

- 1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
- 2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
- **B. Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does <u>not</u> include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.
- C. Definition of "Workplace Safety": For purposes of this procedure, "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

#### **III.** General Provisions

- **A.** Role and Appointment of "Impartial Hearing Officer": For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.
- **B.** Time Limits: Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District's

last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

- C. Days: The term "days" as used in this provision means calendar days, excluding holidays as per school calendar. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as per school calendar, the time limit is the next day which is not a Saturday, Sunday, or holiday.
- **D. Scheduling:** Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- **E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee's expense.

# IV. <u>Procedure for Grievances Concerning Employee Terminations and Employee</u> <u>Discipline</u>:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: The grievance shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

**Step 2**: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days

after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the 3) Denying the discipline/termination, discipline/termination, 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 3: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

<u>Level of Review</u>: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

- 1. Did the Impartial Hearing Officer follow a fair and impartial process?
- 2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
- 3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
- 4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

#### V. <u>Procedure for Grievances Concerning Employee Workplace Safety:</u>

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

- Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.
- **Step 2**: A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.
- Step 3: After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.
- Step 4: The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is

necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

#### Step 5:

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The request must set forth in detail the reasons for the appeal. The non-appealing party shall have fourteen (14) days to submit a reply to the detailed request. Once the request for hearing and reply are received, a hearing will be scheduled normally at the Board's next regularly scheduled meeting. If not timely submitted by the grievant, the grievance can no longer be addressed in the grievance procedure. The decision of the governing body shall be final and binding upon the parties.

<u>Level of Review</u>: The Board of Education shall review the written decision of the Impartial Hearing Officer, the appeal document, and the reply. The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is solely to address the following questions:

- 1. Did the Impartial Hearing Officer follow a fair and impartial process?
- 2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
- 3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
- 4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer.

The Board will issue its written decision within sixty (60) days from receipt of the appeal.

#### **JOB VACANCIES & POSTING**

**<u>POLICY</u>**: To provide notification of job openings and opportunities for employees to apply for open positions.

When the employer determines that a vacancy or new position shall be filled, the employer shall post a notice of such vacancy or new position. The posting shall include job qualifications and application deadline. The employer retains the right to determine whether and when to recruit outside applicants.

All employees who meet the minimum qualifications for the position and who apply will be given the opportunity to interview for the position. The Board shall hire the person they deem most qualified to perform the position. The employer retains the right to temporarily fill a vacant position at its discretion during the posting and selection period.

#### **JOB PLACEMENT, TRANSFERS & PROMOTIONS**

**POLICY:** 

To establish job placement, transfers, and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the School Board. Such transfers and promotions shall not be made arbitrarily or capriciously.

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

<u>Placement/Assignments/Transfers</u>: The District Administrator shall be responsible for the proper assignment and transfer of all professional staff members and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements and certification requirements. S/He shall establish an audit procedure to ensure that each instructional staff member's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified.

The board retains the right to make associate staff assignments.

<u>Voluntary Transfers:</u> Teachers desiring a transfer to another position within the District shall make their wishes known to the superintendent in writing no later than April 15 of any school year. Transfers will be made based on licensure, professional training, experience, and teacher performance. Denial of transfers will not be done arbitrarily or capriciously.

<u>Involuntary Assignments:</u> In making involuntary assignments, the wishes of the individual employee will be taken into consideration to the extent they do not conflict with the instructional requirements and best interests of the school system and the pupils.

#### TERMINATION, NON-RENEWAL & RESIGNATION

<u>POLICY</u>: The School Board retains the right to terminate, or non-renew employees in whole or part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

The needs of the School District of Bruce shall be the prime consideration used in the School Board's determination of continued employment. The rehiring of employees that have been laid off shall be determined by the District based on its need for the most qualified person to perform the available work.

**Certified Staff:** There is no consideration for a teacher layoff under the law, thus a layoff and non-renewal are considered the same under Wisconsin Statute 118.22 and deal with the same timelines. Teacher contracts may be terminated or non-renewed upon a majority vote of the full membership of the Board of Education. All professional staff are at will employees that may be terminated or whose contracts may be non-renewed for any reason provided that the decision is not arbitrary or capricious, or in violation of any applicable law.

In the event the District Administrator intends to recommend the non-renewal of a teacher's contract, he or she shall comply with applicable statutory non-renewal procedures. No teacher may be terminated or non-renewed solely on the basis of the results of mandatory student assessments.

Resignation: A professional staff member may resign in accordance with the terms of his/her employment contract/employee handbook. A resignation, once submitted and accepted by the Board, is final and may not be rescinded without approval by the Board.

An administrator, finance manager, principal, or director of instruction may resign by filing a written resignation with the District Administrator. A resignation, once accepted, may not then be rescinded without further action by the Board.

**Associate Staff:** All terminations/layoffs for associate staff, except those occurring during the first six months of employment, shall have a thirty (30) day notice.

Employment may be terminated upon a majority vote of the Board of Education. Support staff subject to termination shall be given an opportunity to resign.

Resignation: A support staff member may resign by filing a written resignation with the District Administrator. A resignation, once accepted, may not then be rescinded.

#### **EVALUATIONS/EDUCATOR EFFECTIVENESS**

**POLICY:** To provide for periodic review of work performance.

The primary objectives of evaluations are to provide a periodic review of work performance that can be used by both employees and administrators to improve instruction. Employee work performance will normally be reviewed on an annual basis. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with their immediate supervisor or the district administrator.

Formal evaluations will be conducted according to the Wisconsin Educator Effectiveness System. Multiple observations may be done. A written report will be made and discussed with the employee. The report will be placed in the employee's personnel file and discussed with the Board of Education.

Informal evaluations are done on an ongoing basis by the principal and the district administrator.

#### EMPLOYEE DISCIPLINE

<u>Policy:</u> Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will typically be taken after an investigation and after giving the employee an opportunity to respond to any and all allegations.

Employees are expected to perform work-related duties in a manner which reflects favorably upon the employee and the District.

The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: verbal warning, written warning, suspension or dismissal.

All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

Any disciplinary action is subject to the grievance procedure provisions of this Handbook.

#### PERSONNEL FILES

#### **POLICY:**

Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Any/all personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access, in order to protect confidentiality.

Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position, which shall be included in the file.

#### **BREACH OF CONTRACT**

Liquidated damages will be assessed for resigning a professional teaching contract as follows:

AfterJune 15 to July 1	\$1,000
After July 1 to July 15	\$3,000
After July 15, to August 1	\$4,000
After August 1 or later	\$5,000

At its sole discretion, the Board may deduct such damages from any paycheck due and payable to the teacher. The liquidated damages may be waived at the sole discretion of the Board.

#### POLITICAL ACTIVITIES

#### **POLICY:**

Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or Bruce School District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the district. District resources may not be used for promoting a particular candidate or political party or for advocating a particular position

on an issue that has become identified as the viewpoint of a particular candidate or party.

<u>Definition of "District Resources"</u>: Employees may not use district resources for political activities. District resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of the District Administrator and is off-limits to public use.)

<u>Definition of "Political" Activities</u>: Partisan "political" activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the "political" activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or district resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the Bruce School District's mailing address as the return address for political solicitations;
- Providing district mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

Additional notation for school districts:

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public

#### TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

<u>POLICY</u>: To review and provide total base wages in accordance with State law which authorizes collective bargaining for total base wages *only*; to allow for consideration of other forms of compensation *outside of collective bargaining*.

**Procedure:** Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but <u>not</u> bargained, by the employer.

**Base Wage Rate:** Employee's base wage shall be determined in congruence to the WERC regulations and guidelines as well as state law.

<u>Teacher Salary:</u> Teacher salary shall take into account education level and/or years of experience. Initial salary shall be at the discretion of the School Board, based on education level, prior teaching experience and/or years of related experience. A maximum of five years will ordinarily be allowed.

#### **Additional Forms of Compensation:**

Extra Duty Compensation: Employees shall be paid at an hourly rate for performing extra duties required by the Board, including substituting for another teacher. The number of hours paid for each such extra duty shall be determined by the administrator in advance of the performance of such duties. Extra duties include duties such as noon supervision, ticket takers, chaperones, etc. Noon supervision shall be considered extra duty if the teacher is scheduled this duty during their 'duty-free' lunch period. (Extra duties do not include additional regular work.) No employee shall be assigned to extra duty if there is a qualified volunteer available from the teaching or associate staff. Qualification shall be determined by the administration. If there is no qualified

volunteer, the Board may assign the duties to either staff or may hire non-staff for the duty. No employee shall be required to perform an extra duty that would be dangerous to his/her health. The hourly rate for extra-duty work shall be \$15.00 per hour. Employees may opt to receive compensatory time in lieu of the extra duty pay. The scheduling of such comp. time must be approved by the immediate supervisor.

Extra Curricular Duties: See Appendix B

<u>Summer School</u>: Teachers employed for summer work shall be at the discretion of the Board. The pay for teaching summer school shall be \$25.00 per hour.

<u>After School Program</u>: Teachers working with the After School Program shall be compensated at the rate of \$20.00 per hour, with a 1-hour minimum.

#### **Associate Staff:**

The wage schedule for the ensuing school year is listed in Appendix C of this handbook.

#### WORKPLACE PROTECTIONS

#### WORKPLACE SAFETY

# DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORK PLACE

#### **POLICY:**

It is the policy of the Bruce School District to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

**Responsibility to Report:** It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job.

Such conduct includes conduct by employees toward other employees, by employees toward (insert students, clients, etc., as appropriate) and by members of the public toward employees which relates to their work.

<u>Definition of Protected Class</u>: State and Federal law prohibits discrimination and harassment based on any protected class including age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, for use or non-use of lawful products off the employer's premises during non-working hours.

<u>Definition of Harassment and Acts of Discrimination</u>: Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to the District Administrator. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that the District Administrator can thoroughly investigate the complaint. If the District Administrator is the object of the complaint, then the employee should report directly to the School Board President.

Upon receiving an employee report of harassment, discrimination or retaliation, the District Administrator will take appropriate steps to investigate the complainant's allegations. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

**<u>Definition of Workplace Safety:</u>** Any unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to the District Administrator. Should a hazardous

situation exist, safety concerns always take precedence over continuing operations. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to the District Administrator or the Head Custodian.

#### DRUG-FREE WORKPLACE

<u>Purpose</u>: The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from illegal drugs.

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

The District Administrator shall establish whatever programs and procedures are necessary to meet the Federal certification requirements and shall provide these to staff.

PL 101-126 Drug-Free Workplace Act of 1988, 41 USC 701 et seq. 20 USC 3224A

**Drug & Alcohol Testing:** The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee may be under the influence of alcohol or illegal drugs. Employees who are in an accident while operating a school vehicle will be required to be tested for drugs and alcohol. Any such testing will be done in accordance with established procedures.

#### **GENERAL PROVISIONS**

Employees needing to travel for District business shall use a district van. If a van is not available, employees will be reimbursed for mileage at the prevailing IRS rate.

The District shall reimburse the employee for the cost of the physical examination required for employment. The exam must be conducted by a licensed physician.

Associate Staff Comp Time: Comp Time is an option to pay for extra work in time off rather than wages, provided both the employer and the employee involved agree. That is, the employee can decline comp time and take wages for extra work; and the employer can deny comp time requests. Comp time availability and use will be consistent with Board policy.

Associate Staff employees will be reimbursed for meals (up to \$7.50 per meal) during the times they are away from their normal work site and are on authorized school business; employees must submit a voucher with attached detailed receipt to obtain reimbursement.

Associate Staff: When filling in for someone out on leave, the most qualified member of the department will get first chance to fill the position at the higher position pay rate. The District will continue down the regular employee list within the department to fill the position. If no one is available, then a substitute will be called to fill the position.

Kitchen employees shall be permitted to eat one District-provided lunch per employee per day at no charge.

#### **APPENDIX A: EMPLOYMENT POSTERS**

#### **Employee Protections Against Use of Honesty Testing Devices**

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd</a> 10861 p.pdf

#### Employee Rights and Responsibilities under the Family and Medical Leave Act

English http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf

#### **Employee Rights under the Fair Labor Standards Act**

English <a href="http://dol.gov/whd/regs/compliance/posters/minwagep.pdf">http://dol.gov/whd/regs/compliance/posters/minwagep.pdf</a>

#### Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9006\_p.pdf">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9006\_p.pdf</a>
Spanish <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9006\_s-p.pdf">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9006\_p.pdf</a>

#### Federal Fair Labor Standards Act

http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf

#### **Hazardous Chemicals in the Workplace?**

English <a href="http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf">http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf</a>

#### Hours and Times of Day Minors May Work in Wisconsin

English <a href="http://dwd.wisconsin.gov/dwd/pubilcations/erd/pdf/erd\_9212\_p.pdf">http://dwd.wisconsin.gov/dwd/pubilcations/erd/pdf/erd\_9212\_p.pdf</a>
Spanish <a href="http://dwd.wisconsin.gov/dwd/pubilcations/erd/pdf/erd\_9212\_s\_p.pdf">http://dwd.wisconsin.gov/dwd/pubilcations/erd/pdf/erd\_9212\_s\_p.pdf</a>

#### **Notice to Employees About Applying for Wisconsin Unemployment Benefits**

English <a href="http://dwd.wisconsin.gov/dwd/pubilcations/ui/ucb7e.pdf">http://dwd.wisconsin.gov/dwd/pubilcations/ui/ucb7e.pdf</a>
Spanish <a href="http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf">http://dwd.wisconsin.gov/dwd/pubilcations/ui/ucb7e.pdf</a>

#### Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd</a> 9116 p.pdf

### Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd</a> 11054 p.pdf

#### **Occupational Injuries and Illnesses Summary**

http://www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=1130\_1

#### **OSHA Job Safety and Health**

English <a href="http://www.osha.gov/Publications/osha3165.pdf">http://www.osha.gov/Publications/osha3165.pdf</a>
Spanish <a href="http://www.osha.gov/Publications/osha3167.pdf">http://www.osha.gov/Publications/osha3165.pdf</a>

#### **Public Employee Safety and Health**

English <a href="http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf">http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf</a>

#### **Retaliation Protection for Health Care Workers**

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 12210 p.pdf

### U.S. Department of Labor Workplace Poster Requirements for Small Businesses and Other Employers

English <a href="http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm">http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm</a>

### Your Rights under USERRA – The Uniformed Services Employment and Reemployment Rights Act

English <a href="http://www.dol.gov/vets/programs/userra/USERRA">http://www.dol.gov/vets/programs/userra/USERRA</a> Private.pdf#Non-Federal

#### **Wisconsin Fair Employment Law**

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_4531\_p.pdf">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_4531\_p.pdf</a>
Spanish <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_5431\_s\_p.pdf">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_4531\_p.pdf</a>

#### **Wisconsin Family and Medical Leave Act**

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd</a> 7983 p.pdf

Spanish <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd</a> 7983 s p.pdf

#### **Wisconsin Minimum Wage Rates**

English <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9247\_p.pdf">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9247\_p.pdf</a>
Spanish <a href="http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9247\_s">http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9247\_s</a> p.pdf

#### I. Background

The Bruce School District Teacher Salary structure has been designed over many trials. The driving vision was to reinforce quality instruction. We recognize that quality instruction requires continuous improvement to adapt to ever-changing situations and expectations. The intent of this compensation system is to incentivize continuous improvement, make improved quality and expectation for every teacher, and to reward actual improvement and/or sustained excellence in the classroom and the profession. Due to the unpredictable nature of public school finance, the School Board reserves the right to alter this plan at any time.

#### II. Salary Schedule

- A. A single-lane salary schedule will be used that is based on the three-year educator effectiveness cycle.
- B. Each year is a subset of the three-year evaluation cycle
- C. Teachers receive an increase in salary after each successful period within the educator effectiveness cycle and submission of proper evidence to support continuous improvement. (SLO's and PPG's)
- D. Teachers will be compensated \$3,000 for achieving a Master's Degree from an approved and accredited university or program annually.
- E. Teaching staff will be compensated for longevity for continuous service in the district, \$250 for 2 5 years, \$500 for 6 7 years, \$750 for 8 10 years, \$1,000 for 11 14, \$1,250 for 15 19 years, \$1,500 for 20 22 years, \$1,650 for 23 25 years, \$1,750 for 26 28 years, \$2,000 for 29 30 years, \$2,250 for 31 32 years, \$2,500 for 33-34 years, and \$3,000 for 35 years or more.
- F. If the School Board so chooses, they may approve annual adjustments to the salary schedule which would provide annual salary increases in addition to promotion increases.

#### III. Supplemental Compensation

#### A. Grant Writing

- a. Staff will be compensated for writing successful grants for the school district on the following scale.
  - i. \$75 for a grant from \$500 \$1,000.
  - ii. \$100 for a grant from \$1,001 \$2,000.
  - iii. \$200 for a grant from \$2,001 \$3,000.
  - iv. \$300 for a grant from \$3,001 \$4,000.
  - v. \$400 for a grant from \$4,001 \$5,000.
  - vi. \$500 for a grant from \$5,001 \$10,000.

vii. Over \$10,000 compensate \$800 minimum. The board may award more or the grant may allow compensation to the writers.

#### B. Class Advisors/Clubs/Organizations

a. Staff will be compensated \$250 for class advisors, approved clubs, and approved organizations.

#### C. Book Study Leader

a. Staff will be compensated \$500 for leading a district book study.

#### D. Book Study Participant

a. Staff will be compensated \$250 for participation and completion of an approved book study with documentation of completion.

#### E. College Credit Instruction

a. Staff will be compensated \$250 per trimester for instructing a college level course to district students.

#### F. Teaching Load

a. Teachers scheduled classes in excess of five (5) preparations per day will be compensated \$750 per year (\$375 per semester). Teachers scheduled classes in excess of six (6) preparations per day will be compensated \$1,500 per year (\$750 per semester).

#### IV. Evaluations

- A. Evaluations of teachers will be in compliance with state statutes.
- B. The specifics of the Bruce School District's teacher evaluation plan are available from the principal and/or the District Administrator. The evaluation plan is based on the Danielson Model for teacher evaluation. Each teacher will be set up with an account on the My Learning Plan website.

#### V. Promotion

- A. The School Board makes all promotion decisions based on the recommendation of the Superintendent and the Principal who are responsible for the teacher's promotion recommendation.
- B. There are no automatic promotions, promotions must be earned based on the criteria contained in this Teacher Compensation Guide. The criteria is based on the educator effectiveness cycle, the Danielson Model for teacher evaluation, and the forms on the My Learning Plan website.
- C. Promotion to the next step is possible every year.

- D. There is no quota or restriction for the number of promotions granted.
- E. The structure is made up of steps.
- F. The teachers are not automatically promoted and will remain at the same step for the next period if the teacher is on a Teacher improvement Plan or has not met the requirements under the Educator Effectiveness Model within the My Leaning Plan template as determined by the Superintendent or the principal.
- G. Steps and promotions are subject to individual situations or district circumstances.

### **Teacher Compensation**

Teachers who do not use any sick, personal, or emergency days during the school year shall be entitled to a stipend of \$1,000.

Teachers who miss one or two days during the school year by using sick, personal, or emergency days during the school year shall be entitled to a stipend of \$750.

Teachers who miss three days of school during the school year by using sick, personal or emergency days shall be entitled to a stipend of \$500.

Part-time teachers will be prorated depending on their contracted hours.

step	
1	\$ 40,975.00
2	\$ 42,000.00
3	\$ 43,025.00
4	\$ 44,050.00
5	\$ 45,075.00
6	\$ 46,100.00
7	\$ 47,125.00
8	\$ 48,150.00
9	\$ 49,175.00
10	\$ 50,200.00
11	\$ 51,225.00
12	\$ 52,250.00
13	\$ 53,275.00
14	\$ 54,300.00
15	\$ 55,325.00
16	\$ 56,350.00
17	\$ 57,375.00
18	\$ 58,400.00
19	\$ 59,425.00
20	\$ 60,450.00
21	\$ 61,475.00
22	\$ 62,500.00
23	\$ 63,525.00
24	\$ 64,550.00
25	\$ 65,575.00
26	 \$ 66,600.00
27	\$ 67,625.00

### Appendix C

### **Employee Acknowledgement**

I,	, acknowledge receipt of this Employee Handbook.			
I understand that while the School District of Bruce believes wholeheartedly in its policies and procedures, many of which are set out in this Handbook, they are not conditions of employment. Rather, the Employee Handbook is simply a means to acquaint me with the School District and its operations, and provide guidelines in regard to its policies and my employment.				
and pursuant to WI Statute 188.21 (1), and a separate contract of employment, express or it	employment contract with the District, as required that this Employee Handbook does not constitute a mplied, between the School District and myself and dministrators can alter this disclaimer or create a			
applicable collective bargaining agreement p control. I understand that the School District	n in this Employee Handbook conflicts with any provision, the collective bargaining agreement shall ct of Bruce reserves the right to modify, amend, or book at any time. I will receive copies of any such			
personnel policies that I have received or have	supersedes all previous manuals, handbooks, and re been advised of by the District. I also understand risions of this Handbook after I commence my herein.			
Printed Name	Signature			
Date				
This page is to be signed and returned to the I	District Administrator by October 1st, 2024.			