



**School District of Superior**

# **EMPLOYEE HANDBOOK**

## **for**

# **ADMINISTRATIVE**

# **STAFF**

Elementary Principal ▪ Middle School Principal ▪ High School Principal ▪  
Assistant Principal ▪ Director of Pre-K Services ▪ Director of Curriculum,  
Instruction and Assessment ▪ Director of Special Education/Pupil Services ▪  
Director of Health Services ▪ Director of Food Service ▪ Director of Buildings  
and Grounds ▪ Facilities Maintenance Supervisor ▪ Custodial Supervisor ▪  
Director of Transportation ▪ Director of Information Technology ▪ Director of  
Activities and Community Events ▪ Coordinator of Family Support Services ▪  
Administrative Assistant

Revised July 1, 2016

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*Policies for administrators are being updated. Any questions prior to completing the policies should be brought to the District Administrator.*

## **INTRODUCTION**

### INTRODUCTORY STATEMENT

This Employee Handbook has been prepared for all Administrators and other supervisors. The provisions described herein are the terms and conditions governing employment in the School District of Superior and compliance with them is required.

This Employee Handbook is a collection of selected employment policies as well as rules and regulations of the School District of Superior (“District”). It has been prepared to acquaint all staff covered under this handbook with the policies, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

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

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

### DISCLAIMER STATEMENT

This Employee Handbook has been prepared for informational purposes. None of the statements, policies, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. The District’s staff covered under this handbook employed under individual contracts in accordance with state statute or by employment agreements with the Board may be terminated or non-renewed consistent with the terms of the contract, the handbook and Board Policy.

Any Administrative/Supervisor staff member who violates any of the terms and conditions of employment set forth in this Employee Handbook may be subject to disciplinary action in accordance with Policy 1139 Staff Discipline. Grievances must be made in compliance with Policy 1340.

## STATEMENT OF PHILOSOPHY/IMPLEMENTATION

In order to maximize the educational experience for all students, the Board expects all Administrative/Supervisor staff to work collaboratively to resolve issues and conflicts that may arise. The Board further encourages all staff to attend monthly Board meetings to gain knowledge of decisions impacting the School District of Superior.

The following policies highlight the expectations for staff in the District.

Policy [2105](#) - Mission of the District

Policy [2110](#) - Statement of Philosophy

## CHAIN OF COMMAND – ORGANIZATIONAL CHART

The chain of command is the formal line of authority, communication, and responsibility within the District. The chain of command depicted on the organizational chart below identifies the relationships in the District.

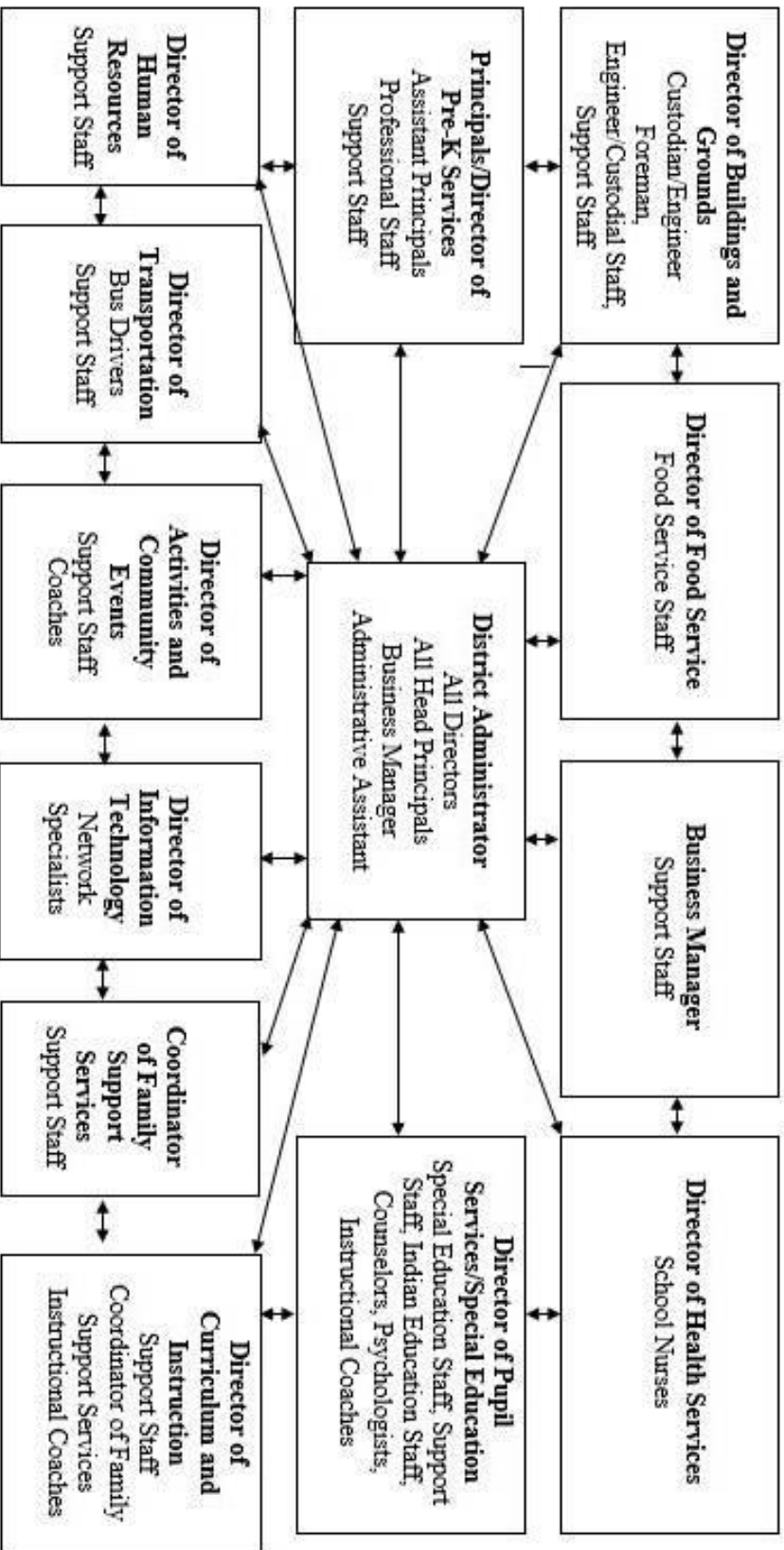
The following policy outlines the expectations for communications in the District.

Policy [1112](#) - Board-Staff Communications

# ORGANIZATIONAL CHART

REV. 4/2016

*The purpose of the diagram below is to illustrate the need for all members of the organization to communicate and to show the chain of command. The Board of Education supervises the District Administrator.*



## **EMPLOYMENT**

### EQUAL EMPLOYMENT OPPORTUNITY

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

If the Administrative/Supervisor staff member has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment (s)he should refer to:

Policy 1122 - Nondiscrimination and Equal Employment Opportunity

### ANTI-HARASSMENT POLICY

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

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

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects

tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

The District Administrator has prepared written administrative guidelines for Administrative/Supervisor staff members to follow when reporting alleged harassment. The process that will be followed when conducting an investigation regarding alleged harassment that is prohibited is also set forth in these administrative guidelines.

For more information employees shall refer to:

Policy 1362 - Employee Anti-Harassment

Policy 1362.01 - Threatening Behavior Toward Staff Members

### JOB DESCRIPTIONS

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

For more information regarding job descriptions, Administrative/Supervisor staff members shall refer to Policy 1400 or 1120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the Administrative/Supervisor staff member shall ask their immediate supervisor or go to the Human Resources office and request a duplicate copy.

### HIRING OF STAFF

The District has established clear rules regarding employment that can be found in:

Policy [1120](#) - Employment of Administrative/Supervisor Staff



## IMMIGRATION REFORM ACT COMPLIANCE

The District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

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

Policy [1111](#) - Creating a Position

## CONFLICT OF INTEREST

Administrative/Supervisor staff members are expected to maintain high standards of honesty, integrity, impartiality, and Administrative/Supervisor conduct. Further, Administrative/ Supervisor staff members are expected to perform their duties in a manner free from conflict of interest pursuant to Section 19.59 Wisconsin Statutes.

Policy [1130](#) - Conflict of Interest – Private Practice

Policy [1210](#) - Staff Ethics

Policy [2240](#) - Controversial Issues in the Classroom

## OUTSIDE ACTIVITIES OF STAFF

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

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

Policy [1231](#) - Outside Activities of Staff

## COMMUNICATIONS AND SUGGESTIONS

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

Administrative/Supervisor staff members should refer to the detailed procedure regarding communication set forth in

Policy [1112](#) - Board-Staff Communication

The District recognizes that staff may want to hold meetings on school grounds for the purpose of discussing job related issues. The staff member setting up the meeting must ensure space is available by working with the District's Facility Use Coordinator or the building principal.

## POLITICAL ACTIVITIES

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

Policy [2240](#) - Controversial Issues in the Classroom

Policy [1231](#) - Outside Activities of Staff

## **EMPLOYMENT STATUS AND RECORDS**

### EMPLOYMENT CATEGORIES

The Board establishes the specific categories of employment by which staff are identified as members of the administrative/supervisor, teaching or support staff. Typically policies for administrators/supervisors fall under 1000's; teachers 3000's; support staff 4000's. However, all staff should be aware of Board Policy that can be accessed through our website on NEOLA.

### PERSONNEL FILES

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. The only recognized official file will be kept at the Administrative office.

Further, the access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records of all staff members and grant access to inspect or review those records in accordance with Policy [8320](#) – Personnel Records and State law.

### PERSONNEL FILE RECORD CORRECTION

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

### PERFORMANCE EVALUATION

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

This program shall focus upon the early identification of specific areas in which the staff member needs improvement so that appropriate assistance may be provided in a systematic way. All staff will be given guidance, assistance, and recommendations for improvement through the supervision/mentoring process during their employment.

Policy 1220 – Staff Evaluation

## LICENSING

Staff members are expected to comply with all requirements in maintaining of their license and provide timely verification of progress towards fulfilling this responsibility.

Policy [1242](#) – Professional Growth Requirements

## STUDENT SUPERVISION AND WELFARE

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

For the Board's expectations in this regard, staff should refer to Policy [1213](#) - Student Supervision and Welfare.

## REDUCTION IN STAFF

The Board may abolish and/or reduce the staff as necessary. Such staff reductions will be made in compliance with Policy 1131 – Reduction in Staff.

## TERMINATION AND RESIGNATION

An employee and/or employment contract may be terminated upon a majority vote of the Board. The District Administrator will bring these recommendations forward.

Any decision to terminate a staff member's employment contract shall be subject to review consistent with Policy 1340 - Grievance Procedure.

Finally, a staff member may resign in accordance with the terms of his/her individual employment contract.

Policy 1140 – Termination and Resignation

## EMPLOYEE PAY AND BENEFITS

### PAY

The School District of Superior attempts to fairly and adequately compensate its employees. The Board will annually establish pay increases pursuant to law. The Board may establish incentives for employees to reward and/or encourage employees to maximize their efforts for the District and the students.

Policy [6510](#) – Payroll Authorization

Policy [6520](#) – Payroll Deductions

### METHODS OF PAYMENT

1. Staff shall be paid on alternate Fridays throughout the school year.
2. Staff who are members of the School Employees Credit Union may arrange for payroll deduction for payment to the credit union.
3. Staff must participate in the District’s payroll direct deposit program and provide the necessary documentation to enroll in the program.
4. Salary for new employees will be determined by District Administrator based on experience and qualifications.
5. Salary increases will be given to employees that have demonstrated acceptable proficiency levels based on the supervision documents.

### SALARY SCHEDULE

Administrator Salary Schedule  
2016-17 SY

\*Step Schedule Reinstated with Revisions, approved 1/10/2017

	Contracted Weeks	Starting Step	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Instructional Administrator</b>											
Assistant Principal	46	\$ 79,042	\$ 80,542	\$ 82,042	\$ 83,542	\$ 85,042	\$ 86,542	\$ 88,042	\$ 89,542	\$ 91,042	\$ 92,542
Director of Family Services	46	\$ 78,400	\$ 79,900	\$ 81,400	\$ 82,900	\$ 84,400	\$ 85,900	\$ 87,400	\$ 88,900	\$ 90,400	\$ 91,900
Elementary Principal	52	\$ 84,826	\$ 86,326	\$ 87,826	\$ 89,326	\$ 90,826	\$ 92,326	\$ 93,826	\$ 95,326	\$ 96,826	\$ 98,326
Director of Curriculum & Instruction	52	\$ 93,028	\$ 94,528	\$ 96,028	\$ 97,528	\$ 99,028	\$ 100,528	\$ 102,028	\$ 103,528	\$ 105,028	\$ 106,918
Director of Pupil Services	52	\$ 92,637	\$ 94,137	\$ 95,637	\$ 97,137	\$ 98,637	\$ 100,137	\$ 101,637	\$ 103,137	\$ 104,637	\$ 105,137
Middle School Principal	52	\$ 93,390	\$ 94,890	\$ 96,390	\$ 97,890	\$ 99,390	\$ 100,890	\$ 102,390	\$ 103,890	\$ 105,390	\$ 106,890
High School Principal	52	\$ 100,411	\$ 101,911	\$ 103,411	\$ 104,911	\$ 106,411	\$ 107,911	\$ 109,411	\$ 110,911	\$ 112,411	\$ 113,911
Director of Activity/Community	52	\$ 84,539	\$ 86,039	\$ 87,539	\$ 89,039	\$ 90,539	\$ 92,039	\$ 93,539	\$ 95,039	\$ 96,539	\$ 98,039
Director of Pre-K Services	52	\$ 87,000	\$ 88,500	\$ 90,000	\$ 91,500	\$ 93,000	\$ 94,500	\$ 96,000	\$ 97,500	\$ 99,000	\$ 100,500
<b>Non-Instructional Administrator</b>											
Director of Health/Safety	42	\$ 50,700	\$ 52,200	\$ 53,700	\$ 55,200	\$ 56,700	\$ 58,200	\$ 59,700	\$ 61,200	\$ 62,700	\$ 64,200
Director of Foodservice	44	\$ 55,089	\$ 56,589	\$ 58,089	\$ 59,589	\$ 61,089	\$ 62,589	\$ 64,089	\$ 65,589	\$ 67,089	\$ 68,589
Director of Buildings & Grounds	52	\$ 70,255	\$ 71,755	\$ 73,255	\$ 74,755	\$ 76,255	\$ 77,755	\$ 79,255	\$ 80,755	\$ 82,255	\$ 83,755
Director of Transportation	52	\$ 70,255	\$ 71,755	\$ 73,255	\$ 74,755	\$ 76,255	\$ 77,755	\$ 79,255	\$ 80,755	\$ 82,255	\$ 83,755
Director of Information Technology	52	\$ 70,255	\$ 71,755	\$ 73,255	\$ 74,755	\$ 76,255	\$ 77,755	\$ 79,255	\$ 80,755	\$ 82,255	\$ 83,755
Administrative Assistant	52	\$ 42,999	\$ 44,499	\$ 45,999	\$ 47,499	\$ 48,999	\$ 50,499	\$ 51,999	\$ 53,499	\$ 54,999	\$ 57,091
Facilities Maintenance Supervisor	52	\$ 58,977	\$ 60,477	\$ 61,977	\$ 63,477	\$ 64,977	\$ 66,477	\$ 67,977	\$ 69,477	\$ 70,977	\$ 72,477
Custodial Supervisor	52	\$ 52,628	\$ 54,128	\$ 55,628	\$ 57,128	\$ 58,628	\$ 60,128	\$ 61,628	\$ 63,128	\$ 64,628	\$ 66,128

## ADDITIONAL COMPENSATION

1. Licensed Administrators that obtain their Doctorate Degree in the education field will receive an additional \$4,000.00 in supplemental compensation. Staff must turn in verification of completion of a Doctorate program in order to receive compensation. Upon receipt of such verification, the district will prorate the compensation based on the date received.
2. Administrative/Supervisor Development: To encourage participation of administrators in local, regional, and state workshops, conventions, and conferences which have a direct relationship to the assignment, the following allotments will be provided:  
  
Directors, Principals and Assistant Principals: \$1,000 per year  
A one year rollover may be used for a total of \$2,000.
3. Administrative/Supervisor Memberships: To develop Administrative/Supervisor growth for administrators, the school system will compensate each administrator 100 percent of the annual dues for membership in approved Administrative/Supervisor organizations up to a maximum of \$700. The Superintendent reserves the right to rule on the appropriateness of the organization.
4. Credit Reimbursement: Credit reimbursement will be paid in blocks of 6 approved credits at the rate of \$100 per credit to a maximum of 40 credits for administrators.
5. Communications stipend: The Board of Education agrees to provide administrators with a \$25/month communications stipend to support cell phone communication and access.

## MILEAGE COMPENSATION PLAN FOR ADMINISTRATORS AND SUPERVISORS

1. Mileage stipend for administrators is calculated by using the following formula:  
  
$$(\text{miles per week}) \times (\text{contract weeks})^1 \times (\text{federal approved rate})^2 = \text{mileage stipend}$$
2. District administrative positions are assigned to one of five established categories each representing an average of in-district miles driven per week. The categories are as follows:  
  
Category A – 100 miles/week  
Category B – 60 miles/week  
Category C – 40 miles/week  
Category D – 30 miles/week

3. Administrative positions are assigned as follows:

- Category A: Director of Buildings & Grounds  
Director of Food Service  
Director of Pre-K Services
  
- Category B: Director of Student Services  
Director of Curriculum and Instruction  
Director of Human Resources  
Director of Transportation  
Director of Health Services  
Principal/Four Corners  
Principal/High School  
Data and Assessment Coordinator
- Category C: Director of Instructional Technology  
Principal(s)/Middle School  
Principal/Bryant  
Principal/Cooper  
Principal/Great Lakes  
Principal/Lake Superior  
Principal/Northern Lights
  
- Category D: Assistant Principals  
Director of Activities and Community Events

<sup>1</sup> For 52 week employees, this is calculated by subtracting the number of vacation weeks from 52

<sup>2</sup> Actual IRS rate will govern mileage reimbursement

BENEFITS

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

1. Health/Dental Insurance

Health:

- 1. Any employee currently covered by the District health insurance prior to July 1, 2015 can remain on the District Plan. This is typically considered “grandfathered in” and only applies to the following employees: Support

staff who work five or more hours per day in their primary bid job; teachers and administrators 60% contract.

2. Any employee hired on or after July 1, 2015, will be eligible for health insurance per ACA requirements.
3. For those employees eligible and who elect to receive health insurance, the District offers a low and a high deductible plan. The District provides a HRA and an EBC Flex Plan for the low deductible plan. The District provides a HSA and EBC Limited Flex Plan for the high deductible plan. The following are the HRA/HSA benefit amounts:
  - The District will contribute to the employee’s HSA or HRA the sum of \$1,000 (for single coverage) or \$2,000 (for other coverage) per school year.
  - The District encourages employees to contribute to their own HSA through payroll deduction to the maximum allowed under federal limits.
  - For those employees who have dual coverage, one of which is a low deductible plan, a stipend equivalent to the amount above will be paid through payroll.
4. Employees will pay a portion of the health insurance premium; the District will contribute the amount below toward the premium.

Type of Plan	District’s Monthly Contribution
Single	\$460.58
Single+ spouse	\$1,059.35
Single+child(ren)	\$829.06
Family	\$1,473.87

Dental:

1. Employees that are eligible for Health Insurance and elect to participate in Health Insurance as outlined above will also be eligible for Dental Insurance through the District plan.
2. Any employee currently covered by the District dental insurance prior to July 1, 2016, can remain on the District Plan.
3. The District will cover the full premium for Dental Insurance.

2. Life Insurance

The Board shall pay to the Wisconsin Group Life Insurance Plan the Basic Unit premium and the employer required contribution for those employees who are participants in the Plan. The employee may elect and pay for



additional units of coverage for self, spouse and dependents.

### 3. Long Term Disability Income Insurance

- a. The Board shall contract for group long term disability (LTD) insurance for the staff covered under this handbook. Such insurance shall provide the base coverage set forth below:  
90% of Salary  
60 Calendar Day Waiting Period  
\$150,000 Maximum Annual Covered Salary  
\$11,250 Maximum Monthly Benefit  
Other benefit coverage as per the LTD group contract
- b. The Board will pay the employer portion of the for Health insurance premiums during the first four (4) months of receiving long term disability benefits.
- c. Employees who are sick or injured and either exhaust their accumulated sick leave because they are unable to work and/or become eligible for long term disability benefits may be granted an extended sick leave under FMLA.
- d. If the employee is able to return to work within the school calendar year, the employee may be returned to his/her original position or an equivalent position.

### VARIOUS EMPLOYEE LEAVES

Staff members may request leave for several qualifying circumstances. Staff members covered under this handbook have approved leaves and may be provided compensation or job protection during such absence from their assigned job duties for the District.

1. Military leave and Jury Duty will be handled on an individual basis through the HR department.
2. Vacation: Fifty-two week employees shall have 20 days annual vacation during each of the first 10 years of service. An additional day of vacation will be provided for each additional year of service beyond 10 years to a cap of 25 days. Administrators cannot use vacation days when school is in session without prior approval of the district administrator/designee.
3. Paid holidays shall be as follows: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Year's Day, Memorial Day, Independence Day, and Good

Friday.

When the holidays defined above fall on a Saturday, the earliest preceding work day shall be considered to be a holiday. In the event a paid holiday falls on a Sunday, the following Monday or preceding Friday will be considered to be the holiday as determined by the District Administrator.

4. Sick/Personal/Bereavement:

<b>TYPE OF LEAVE</b>	<b>AMOUNT OF DAYS ANNUALLY</b>	<b>CARRY-OVER OPTION</b>
Sick Leave	12	Yes (Maximum of 150)
Personal Leave	4	No
Bereavement Leave*	5	No

\* In the event an employee suffers the loss of more than one family member or significant other in a school year, that employee should contact the District Administrator to request additional bereavement days.

5. Family and Medical Leave

In accordance with Federal and State law, the Board of Education will provide family and medical leave for any staff members that qualify. The provisions of both the Federal and State family and medical leave provisions require specific eligibility and qualifying reasons to access this leave; to determine if you are eligible or qualify for family and medical leave refer to Policy 1430.01 – Family and Medical Leave of Absence (FMLA). Contact the HR department for paperwork and questions.

6. Extended Leave

Staff members covered under this handbook may request a voluntary leave of absence from employment to the District Administrator. All District Administrator approved requests for unpaid leaves shall then be presented to the Board for final approval. The reason and duration of leave must be provided. In addition, the conditions for return will be outlined.

STATE 457 PLAN/403B PLAN

Employees will have the option to contribute to a 457 Plan or 403B plan. Employer will deduct the amount from the employee's paycheck as requested.

UNEMPLOYMENT COMPENSATION

Unemployment compensation will be governed by Chapter 108 of the Wisconsin Statutes. Contact State Unemployment Division for questions.

#### WORKER'S COMPENSATION

Worker's Compensation will be governed by state statute. Contact the HR department for questions.

#### RETIREMENT CONTRIBUTION

- a. The Board shall pay the employer's share of the Wisconsin Retirement System benefit as defined by Wisconsin State Statute.
- b. The employee shall pay the employee share of the Wisconsin Retirement System benefit as defined by Wisconsin State Statute.
- c. Administrative/Supervisor staff shall retain vesting rights as determined by the Wisconsin Retirement System to these contributions.

#### Additional Retirement Benefits:

1. The Board of Education shall offer retirement to the administrators of the district who elect to retire at age 55 or older under the following conditions:
  - a. To be eligible, the administrator must have been employed by the Superior school system as an administrator for seven (7) years. In exceptional circumstances, the Board reserves the right to waive this requirement.
  - b. The administrator will be eligible to receive a monthly retirement payment equal to what the administrator would have received if retirement occurs at Medicare eligibility. This payment will be a combination of reduced Wisconsin Retirement System payment and Board payment with the sum equal to age Medicare eligible benefits. The Board's share of the monthly benefit shall be provided by the purchase of an annuity in the employee's name. The annuity shall be purchased through the W.R.S., if available, or otherwise purchased on the open market.
  - c. All benefits shall be subject to the provisions of applicable federal and state laws.
  - d. All applications for retirement benefits must be filed with the Superintendent no later than January 31<sup>st</sup> preceding the school year in which the retirement will become effective. The Superintendent shall

make recommendations to the Board of Education for final approval of the applications for retirement benefits.

- e. Retiring administrators are entitled to a monetary credit for unused accumulated vacation/sick days. Retirees with accumulated unused sick days shall receive a day-for-day credit for each unused sick day up to one-half of the maximum number of sick days that can be accumulated. Retirees with accumulated unused vacation days shall receive a day-for-day credit for each unused vacation day. The District shall deposit the unused sick day credit and vacation day credit into a Special Pay Deferral (SPD) at the time of retirement.

If an employee who is eligible for retirement, but who has not elected to retire dies, the employees unused accumulated sick leave credit shall be granted and will be deposited into an SPD for a beneficiary selected by the employee on the District SPD Beneficiary Form. The Beneficiary Form shall be completed annually or as needed and filed in the employee's personnel file. If no beneficiary has been designated, the unused sick day credits will be deposited into an SPD and the beneficiary shall be designated by the Wisconsin Retirement System protocols.

- f. Administrators who are 48 years of age and have a minimum of two years of consecutive district service shall have deposited into an interest bearing Health Reimbursement Arrangement Account (HRA) \$20,000.00 per year for each of the next seven years by the District on their behalf. For those administrators starting service with the School District of Superior at age 48 or older, annual HRA contributions of \$20,000.00 will begin after two years of consecutive administrative service has been satisfied; the HRA contributions will continue to be made until the full benefit schedule has been reached and the administrator meets the minimum of seven years of employment.

The administrator would not be vested or owner of the funds plus interest earnings until they have reached retirement eligibility as set forth in the administrative contract and have retired from the District. At age 55 an employee who continues to be an administrator is personally vested in their HRA account and is eligible for all HRA benefits if death occurs before retirement. The HRA benefit is extended to beneficiaries as defined as per the IRS Regulations for an HRA on behalf of the deceased retiree.

- 2. Upon retirement, a member may elect to remain in the group health and dental plans and/or may elect to retain coverage for dependent family members until such time as they become eligible for Medicare, subject to the following conditions:

- a. The retiree must pay his or her own insurance premiums, and
- b. The insurance carrier must permit the practice of coverage, and
- c. Medicare eligible retirees will be allowed to purchase the districts selected supplemental Medicare option.

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

Administrators/Supervisors in the School District of Superior are expected to perform all duties assigned at a proficient level. The work day and hours are structured to accomplish the mission, vision and goals of the district. All administrators/supervisors will receive contracts annually as outlined in State Statute.

### PHYSICAL EXAMINATIONS

Upon hire, the School District will pay for the physical examination of any required staff.

### WORK DAY

All Administrators/Supervisors will typically have an 8 hour workday and a one hour lunch. However, additional time may be necessary to accomplish the mission, vision and goals of the district. Summer hours for year round employees will continue.

### CONTRACT/WORK YEAR

The number of months/weeks/days of employment indicated in the individual contract is considered the minimum work year. Paramount consideration of the length of employment shall be the needs of the district. Administrators shall be responsible for "on call" duties beyond the minimum work year. This call for additional time shall not be capricious nor create undue hardship.

### DUTIES

As defined by job descriptions and state standards.

### PERFORMANCE EVALUATION

All administrators/supervisors will be given guidance, assistance, and recommendations for improvement through the supervision/mentoring process during their employment.

The District Administrator has established and will implement a program of staff evaluation. This program shall aim at the early identification of specific areas in which the staff member needs help so that appropriate assistance may be provided or arranged for. The evaluations shall be consistent with Policy 1220 – Staff Evaluations.

Any administrator/supervisor whose performance does not meet expectations may be subject to one or more of these fiscal penalties:

- Being frozen on the same step
- Being denied any increment
- Being placed at a lower step
- Appropriate disciplinary action up to and including non-renewal or termination. In the case of termination, the employee is entitled to the procedural safeguards provided for non-renewed employees in Wis.Stat. §118.24.

### PERSONAL COMMUNICATIONS

During work hours, personal communications made or received, regardless of whether on a Wireless Communication Device (WCD), regular telephone, or network computer, can interfere with employee productivity, distract others, and/or set a bad example for students. Employees are expected to use discretion in using personal WCDs while at work. Employees are expected to limit personal communication to breaks and lunch period and to inform friends and family members of the Board's Policy [7540.04](#) in this regard.

### EMERGENCY CLOSINGS

The District Administrator shall make the decision regarding emergency closings in accordance with the Plan for Emergency Preparedness as established in accordance with Policy [8420](#) – Emergency Evacuation of Schools.

### CLOSED FOR INCLEMENT WEATHER

In the event the District needs to close for inclement weather during the school day, Administrators/Supervisors will be compensated for that day.

In the event the District needs to close for inclement weather for a full day, full pay shall be allowed up to two days per school year based on the normal working day for each employee. In the event the District needs to close for three or more days, those days will be made up at year end or on days determined by the District Administrator.

### TRAVEL EXPENSE

The Board of Education will provide for the payment of the costs of any administrator in the course of performing services for the District, whether within or outside the District, under the direction of their supervisor. The allowable costs will be calculated by the supervisor and approved by the District Administrator before the event takes place.

## DRESS CODE

When on duty, all administrative staff members are expected to dress in a manner that is consistent with the expectations described in Policy [1216](#) - Staff Dress and Grooming.

## ATTENDANCE AND REPORTING ABSENCES

Staff members are expected to report for duty daily; however, when a staff member must be absent using sick leave, personal leave, or vacation, he/she is expected to enter the absence in the Skyward System. All other absences must be submitted on a leave form.

## TRANSFERS

It may become necessary to move administrators/supervisors to meet the needs of the district. The District Administrator will seek input from administrators on these decisions, but the final determination will be the District Administrator's.

## JOB OPENINGS

Staff that want to be considered for openings that are different than their current job category must complete the formal interview process.

## STAFF REDUCTION BY LAYOFF

Whenever it becomes necessary to decrease, in whole or part, the number of administrators/supervisors, the administrators/supervisor shall be laid off pursuant to state statutes.



## **SAFETY AND HEALTH**

The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment. All employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

### SAFETY COMMITTEE

The District will have a safety committee comprised of various directors. The purpose will be to avoid and eliminate hazards and make school a safe and sanitary environment. This committee will make recommendations for the correction and elimination of unsafe and harmful conditions or practices.

### SMOKING

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. Accordingly, the Board prohibits staff members from using tobacco in any form on District premises, in District vehicles, within any indoor facility owned or leased or contracted for by the District and used to provide education or library services to children, and at all District-sponsored events.

Policy [1215](#) – Use of Tobacco by Administrative Staff

### TRAINING

Some staff members may require specialized training by policy of state statute. The cost of training and pay for training will be covered by the District.

### REPORTING WORK RELATED INJURY

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly and in writing to the Human Resource Office in compliance with Policy [8442](#) – Reporting Accidents. The injured employee shall complete a form that includes the date, time and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

## **EMPLOYEE COMMUNICATION & TECHNOLOGY**

### ACCEPTABLE USE OF DISTRICT TECHNOLOGY, THE INTERNET, AND THE DISTRICT'S NETWORK

Staff use of the District's Network will be governed by Policy [7540.04](#) – Staff Network and Internet Acceptable Use and Safety. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network. Users have a limited privacy expectation in the content of their personal files and records of their online activity while on the Network.

### EMAIL

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

Employees are expected to monitor their email accounts by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold, and purging all other e-mails that have been read.

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

Employees should be aware of the framework for the proper use of all district-owned hardware and software as established in Policy [7540.06](#) – Computer Hardware and Software Management.

## **EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

### STAFF DISCIPLINE

Staff discipline and required investigations regarding potential wrongdoings of a staff member shall be consistent with Policy 1139 – Staff Discipline.

### GRIEVANCE PROCEDURE

Each staff member of the District shall be provided an opportunity to understand and resolve matters affecting employment that the employee believes to be unjust as provided in Policy 1340 – Grievance Procedure.

A grievance is defined as a dispute or misunderstanding regarding the actions of School District officials with regard to the following:

- A. employee termination
- B. employee discipline
- C. workplace safety issues

### **3340 - GRIEVANCE PROCEDURE**

#### **Purpose**

The purpose of this policy is to set forth the procedure to be followed with respect to grievances by employees. The terms of this policy shall control unless other valid and enforceable relevant grievance procedures exist and a collective bargaining agreement applies to the matter prior to June 30, 2012. Thereafter, this procedure shall apply to all grievances.

#### **Definitions**

A grievance is defined as a dispute or misunderstanding regarding the actions of School District officials with regard to the following:

- A. employee termination
- B. employee discipline
- C. workplace safety issues

#### **Preliminary Procedures**

- A. **Preliminary Grievance Steps.**

Step 1: Prior to filing a written grievance, employees should discuss any issues, problems, or complaints with his/her immediate supervisor to determine if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with the immediate supervisor no later than ten (10) calendar days from when the employee first becomes aware of the termination, discipline, or workplace safety condition which gave rise to the grievance. The immediate supervisor shall respond to the grievance in writing within ten (10) business days of receipt of the written grievance.

**B. Appeal to District Administrator.**

Step 3: If the grievance is not resolved in Step 1 or 2, the employee may appeal a denial by filing a written appeal of the grievance to the District Administrator within ten (10) calendar days from the immediate supervisor's decision. The District Administrator shall meet with the parties to discuss the matter at a time that both parties are available. Within ten (10) calendar days of the meeting the District Administrator shall issue a written decision regarding the grievance and either sustain or deny the grievance.

**Hearing Officer Arbitration.**

**A. Appeal to Independent Hearing Officer.**

Step 4: If the grievance is not resolved at Step 3, the employee may appeal a denial of the grievance by the District Administrator by filing a written request for a hearing before an Independent Hearing Officer. This request must be received in writing by the District Administrator no later than fourteen (14) calendar days after the employee receives the District Administrator's written response to the grievance under Step 3.

The employee may waive the appeal to the Independent Hearing Officer and appeal directly to the School Board as provided in the School Board Review section below as hereinafter set forth.

If the employee determines to proceed with a hearing before an Independent Hearing Officer, the Independent Hearing Officer shall be chosen by the grievant from a list maintained by the School District of attorneys admitted to practice in the State of Wisconsin who are not involved in representing the Superior School District and are willing to act as Independent Hearing Officers pursuant to the requirements of School District policy. As soon as a

Hearing Officer is chosen, the District Administrator shall transmit to the Hearing Officer all of the written grievance materials and the responses and the record, including the HR file, of the employee involved. The Hearing Officer shall then schedule a conference to arrange for a date for a hearing between the District Administrator, the School District's attorney, the Grievant, and the Grievant's representative. At that initial conference, the Hearing Officer shall establish the following:

1. The parties and Hearing Officer shall set a date for a hearing. The hearing will take place within thirty (30) days of the scheduling conference or as otherwise agreed upon by the parties.
2. The Hearing Officer shall set a reasonable duration of the hearing and determine of whether or not a transcript is requested by the Grievant.
3. Arrange for payment in advance of the hearing by the Grievant for the cost of the Hearing Officer and a transcript if one is requested.
4. At least five (5) days prior to the hearing, the Grievant shall make payment in full of the estimated cost of the Hearing Officer and the transcript (if any). Failure to make said payment in a timely manner will constitute a waiver of the request for a hearing by the Independent Hearing Officer. In the event that the cost of the Hearing Officer or the transcript exceeds the estimate, grievant will be responsible for any additional cost. In the event that the cost of the Hearing Officer and the transcript is less than the payment, any excess sum will be refunded to the grievant.

**B. Hearing Procedure.**

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of a record if a transcript is requested. Any party requesting a subpoena from the hearing officer is responsible for the fees associated with a subpoena. All testimony shall be taken under oath and shall be recorded by a Court Reporter, if requested, under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed upon by the parties and approved by the hearing officer including a digital recording. The standard for the Hearing Officer shall be that the Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary,

capricious and/or discriminatory. The Hearing Officer may allow for hearsay evidence in lieu of testimony if relevant to the proceeding at the Hearing Officer's discretion.

**C. Hearing Officer Decision.**

The Hearing Officer shall submit a written decision reversing or affirming the actions grieved with his/her reasons in writing to the District Administrator and the Grievant within thirty (30) calendar days of the close of the hearing or the submission of the parties written briefs, if any, whichever is later, or at a later date mutually agreed upon by the parties at the conclusion of the hearing. The parties shall provide to the hearing officer the address for the hearing officer to mail the decision to them.

**School Board Review.**

**A. Appeal to School Board.**

Step 5: Within fourteen (14) calendar days of the date that the Hearing Officer's decision is mailed, either party may file with the District Administrator a written notice of appeal of the Hearing Officer's determination to the Board of Education of the School District of Superior (hereinafter "School Board"). Such appeal of the Hearing Officer's decision shall be De Novo. The School Board may consider the Hearing Officer's opinion but is not bound by the Hearing Officer's decision. The School Board shall arrange for a hearing within thirty (30) days of the written request of the grievant after the District Administrator's decision under Section III B if the hearing before a Hearing Officer is waived or within thirty (30) days of the notice of appeal of the Hearing Officer's decision if such procedure has taken place.

**B. Hearing Procedure for the School Board.**

The School Board may retain an attorney or other individual to preside over the hearing as the hearing officer during the School Board proceeding. Said counsel will administer oaths, rule on admissibility of evidence and shall not vote in making any decisions. A transcript of the hearing before the School Board shall be recorded by a Court Reporter under the supervision and control of the Hearing Officer chosen by the School Board. All costs associated with the Court Reporter and preparation of the transcript of the hearing before the School Board shall be evenly split between the parties. Hearsay evidence may be admissible if relevant to the proceedings.

**C. The School Board will hear evidence, consider written**

materials and the testimony of witnesses concerning the grievance. The decision by the majority of the members of the School Board in attendance at said hearing shall be final and binding on the parties. There shall be no subsequent right of appeal of the School Board decision except as provided by law.

### **Settlement of Grievance.**

A grievance shall be considered waived if it is not filed or appealed within the grievance timeline or if payment to an Independent Hearing Officer, if one is chosen by the grievant under Step 4 of this procedure, is not made in a timely manner. The grievance shall be deemed settled and dismissed at any point in the grievance procedure all parties concerned are mutually satisfied, the grievance has not been timely processed to the next level, or if a written settlement has been achieved between the employee and the District. Settlement shall be in writing and signed by the employee in question with the appropriate District officials involved at the Step level that the grievance was settled.

### **Revision/Updating.**

This policy may be revised, updated, or repealed by the Board of Education of the School District of Superior at any time.

Adopted 9/13/11

## DRUG AND ALCOHOL USE

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any staff member at any time while on District property or while involved in any District-related activity or event. Any staff member who violates Policy 1122.01 – Drug-Free Workplace shall be subject to disciplinary action in accordance with Policy 1139 – Staff Discipline.

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

Policy 1170.01 – Employee Assistance Program (EAP)

**IX. EMPLOYEE RECEIPT AND ACKNOWLEDGMENT**

I acknowledge that I have received and read the School District of Superior’s Employee Handbook for Administrative Staff and understand the provisions contained herein. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the District’s policies and procedures in effect on the date of publication. I also understand that the provisions set forth in this Handbook may be modified or eliminated.

I understand that the Employee Handbook for Administrative Staff and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that my employment is governed by my individual employment contract.

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

*Employee must print and sign this acknowledgement page. Return it to the Human Resources Department annually by September 1.*