

School District of Phillips

Employee Handbook



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Section I: Purpose of Handbook and Organizational Structure

A. Purpose of the Handbook

Each of you is a valued staff member and has an integral part in accomplishing our mission of the School District of Phillips. To help guide our working relationship, this Handbook is being provided as a method of communicating general District information, rules and regulations. Its purpose is to familiarize employees with the personnel policies of the School District.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on Board of Education policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all subject to change, this manual is also subject to change. The Board of Education reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Any changes made in this Handbook will be brought to the attention of all employees by: employee meetings, posting of the change on the employee bulletin board, email, or corrections in the Employee Handbook itself.

Pursuant to Wis. Stat. § 118.21, the School Board shall contract in writing with teachers. Please note that nothing contained in this Handbook is to be construed by any employee as establishing, or modifying, such teacher contract. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits or conditions of employment.

B. Mission of the District

The mission of the School District of Phillips is to provide an appropriate educational program and learning environment which will effectively:

- A. Meet the educational needs of its students;
- B. Help its students accomplish educational goals which are:
 1. Significant,
 2. Durable,
 3. Transferable.

Explanation of Key Words and Phrases

The following explanations are provided in order to facilitate a common understanding of the Mission Statement:

- Appropriate educational program
 - The program will encompass those classroom, co-curricular, and extra-curricular activities specially designed for students whose needs are met through:
 - special education,
 - vocational education,
 - academic education.
- Appropriate learning environment
 - Facilities and grounds which are conducive to acquiring knowledge, attitudes, and skills because students and staff are physically and psychologically safe and focused on accomplishing clearly-defined objectives and goals.
- Meet the educational needs

- Such needs consist of those learnings that each person must have to function as a responsible, productive member of society and to make it possible for the person to realize personal goals.
- Students
 - Students are those who are enrolled in a regular program offered by the District.
- Goals which are significant, durable, and transferable
 - A significant educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will affect how a person will live his/her life.
 - A durable educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will be useful for much, if not all, of a person's lifetime.
 - A transferable educational goal is one in which the knowledge, skills, and/or attitudes that are acquired can be applied directly to another educational program, to the world of work, and/or to one's personal life.

C. Board Powers (Policy 0122)

The power of this Board extends to those matters expressly or implicitly granted by the constitution, statute, local charter or ordinance, or other law, including the power to do all things reasonable to promote the cause of education unless prohibited by Federal or State law.

The Board shall also authorize the development and promulgation of rules and guidelines by the District Administrator for the proper operation and management of the District, including the conduct of students while in school, at school functions, en route on school buses, or otherwise under the supervision of school authorities.

D. The Role of Management

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 Employer reserves any and all management rights regarding employees' employment status.

General Guidelines: 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; and
- K. Direct all operations of the School District of Phillips.

E. Board Staff Relations (Policy 3112/4112)

The Board has a legitimate interest in maintaining order and facilitating the efficient resolution of concerns by directing that employee communications to the Board move initially through the chain of command to the District

Administrator. Employees are expected to follow the established chain of communication as described in this policy. Failure to do so may result in employee discipline.

Section II: Personnel

All district policies are maintained by the Board of Education on the BoardDocs platform, accessible on our school website. The policies noted below directly govern employee responsibilities and are vital to your day-to-day role in the district. Every staff member is required to read, review, and maintain familiarity with all listed policies as part of an annual handbook review process. Please note that professional staff policies are located in the 3000 series and support staff policies are in the 4000 series.

A. Working Together

1. Nondiscrimination and Equal Opportunity Employment (Policies 3122/4122)
2. Employee Anti-Harassment (Policies 3362/4362)
3. Employment of Personnel (Policies 3120/4120)
4. Staff Physical Examinations (Policies 3160/4160)
5. Drug-Free Workplace (Policy 4122.01)
6. Use of Tobacco and Nicotine by Staff (Policies 3215/4215)
7. Ethics and Conflict of Interest (Policy 4230)
8. Gifts, Grants, Bequests (Policy 7230)
9. Purchasing Cards (Policy 6424)

B. Technology & Communications

1. Staff Technology Acceptable Use and Safety (Policy 7540.04)
2. Relations with Non-School Affiliated Group (Policy 9700)
3. Outside Activities of Professional/Support Staff (Policies 3231/4231)

C. Safety, Staff Health, and Mandatory Reporting

1. School Safety (Policy 8420)
2. Video Surveillance and Electronic Monitoring (Policy 7440.01)
3. Control of Blood-Borne Pathogens (Policy 8453.01)
4. Weapons (Policy 7217)
5. Child Abuse and Neglect (Policy 8462)

Section III: General Policies

A. Workplace Policies-General

1. Emergency Closings

The Superintendent or designee shall confer with the appropriate supervisor(s) and/or area emergency management representatives to make the emergency closing determination. Upon making the decision to cancel school for instruction and/or activities or the closing of the school facilities, the Superintendent or designee shall follow the specified procedure for notification of all represented media and school district employees.

Cancellation of School for instruction and/or activities: When the decision to cancel school for instruction and/or activities is made and it is determined that the school district's facilities are to remain open, custodial, administrative, and secretarial staff should report to work for the work day. Immediate supervisors may modify the start and end time of the work day on an individual or group basis or determine an alternative work day. The Superintendent may determine that an entire school day must be rescheduled on an alternative date in order to comply with state law or Department of Public Instruction guidelines.

Employees who do not report to work and have not secured an agreement on an alternative work day will be required to complete the employee leave request procedure and select the appropriate leave available.

Emergency Closing of School Facilities: In conjunction with local health and/or public safety authorities, the District may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public. Under such circumstances, the District may authorize paid leave status for employees.

2. Hours of Work/Work Schedules/Calendars

Professional Staff: The normal day for professional staff shall begin at 7:45 A.M. and end at 3:45 P.M.; however, if adjustments in these times are necessary, the change will normally be made at the beginning of the semester and the earliest starting time for all professional staff in the affected buildings will be 7:00 A.M., and a corresponding adjustment will be made in the P.M. ending time so that the teaching day will be the same length. The normal teaching hours for part-time staff will be designated by the District.

All professional staff shall receive a duty-free, uninterrupted lunch period of thirty (30) continuous minutes. This section shall not restrict the Board from making mutually-agreeable arrangements with any teacher for special services to be rendered during this period.

It is expected that additional time will be spent beyond the school day to complete required tasks, attend mandatory meetings, meet with parents and/or students, attend school functions and/or when directed by the District. Professional staff will receive no additional compensation, above their regular salary, for

participating in these activities before or after the normal school day unless specifically provided for otherwise.

Support Staff: (including paraprofessionals, custodians, maintenance, food service staff, and bus drivers):

The normal workday for a full-time employee is eight (8) hours per day, or forty (40) hours per week. A thirty (30) minute unpaid lunch break will be provided to each employee who works more than five (5) hours per day. All paraprofessionals, working more than five (5) hours per day shall receive a duty free, unpaid one-half ($\frac{1}{2}$) hour lunch break near the middle of their shift.

Employees shall also be allowed a fifteen (15) minute break for each four (4) hours worked. The normal work day for part-time employees and summer workers will be designated by the District.

Administrative/Clerical/Payroll: The normal workday for a full-time employee is eight (8) hours per day, or forty (40) hours per week. A thirty (30) minute or sixty (60) minute unpaid lunch period will be provided to each employee. Employees shall also be allowed a fifteen (15) minute break for each four (4) hours worked. The workday may be flexed on a daily or weekly basis, subject to approval by the District Administrator.

School Calendar: The school calendar shall be approved by the Board and include the length and structure of the school year. The calendar will include such items as instructional days, start of quarter days, inservice days, early dismissal days, student vacation days, and graduation.

3. Assignment and Transfer (Policy 3130/4130)

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

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.

4. Job Vacancies and Posting

When the District determines that a vacancy or new position shall be filled, the District shall typically post a notice of such vacancy or new position for a minimum of five (5) working days if reasonable and appropriate to do so. The posting shall include the date the position is to be filled, title of position, requirements, and rate of pay and benefits. The District retains the right to determine whether and when to recruit outside applicants.

In most cases, all employees who meet the minimum qualifications for the position and who sign said posting will be given the opportunity to interview for the opening. All employees who interview shall be notified of the selection outcome.

The District Administrator shall recommend the appointment of all employees to the Board for their approval. The District Administrator shall be responsible for the assignment and transfer of all employees.

5. Reduction in Staff (Policy 3131)

It is the responsibility of the Board to provide the staff necessary for the implementation of the educational program of the District and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to abolish positions in the District and to reduce the staff whenever reasons of decreased enrollment of students, return to duty of regular professional staff members after leaves of absence, suspension of schools or territorial changes affecting the District, or other warranted circumstances.

Where appropriate, attrition may be used to achieve the necessary number of position reductions.

The District Administrator shall determine the appropriate employees for reduction considering all factors deemed important and in the best interests of the District, including the following:

- A. qualifications of the employees being considered for reduction
- B. performance of employees, based on performance evaluations
- C. input from direct supervisors

No employee whose position has been eliminated shall have any right to be contacted by the District in the event that a vacancy opens in the future for which the laid off employee may be qualified. Likewise, no such employee is entitled to a future position or is provided any preference over other applicants. Any employee whose position was eliminated under this policy may file a grievance under Policy 3340. Staff whose employment ended with the District due to a reduction in force, shall not be prevented from applying for future positions with the District.

6. Payroll

Pay Periods: Paychecks are deposited; by direct deposit. Employees shall be paid bi-weekly (26 pay periods per year) on Fridays. If payroll falls on a holiday, paychecks shall be deposited, by direct deposit, the business day before the holiday.

Data Changes: Please notify the District office if any changes occur in your name, home address, telephone number(s), 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 District office who can assist you in understanding the information that is required in order to investigate the matter.

The District is committed to investigating and resolving 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.

7. Staff Evaluation and Educator Effectiveness (Policy 3220)

The Board is responsible for the employment of all personnel. To carry out this responsibility, it delegates to the District Administrator the function of developing professional staff job descriptions for Board approval in accordance with Policy 3120.01 - Job Descriptions. The District Administrator is responsible for implementing approved job descriptions, a program of personnel assessment that identifies specific criteria and a systematic procedure to evaluate staff. This procedure shall include an appropriate and approved Educator Effectiveness program for the evaluation of teachers and Principals in the District.

It is the purpose of the program of staff assessment to:

- A. strive for the improvement of the total District program;
- B. stress the importance of personal improvement on the part of individual professional staff members so that each student may be provided a quality education;
- C. ensure the continuous improvement of administrative and supervisory services provided professional staff members.

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

A professional staff member shall be given a copy of any documents relating to his/her performance that will be placed in the personnel file.

Licensed Teachers and Principals

Evaluations shall be conducted in the first year of employment and at least every third year thereafter, or more frequently as determined by the administration or the protocols of the Educator Effectiveness program adopted and used by the Board. Pursuant to Wisconsin's Educator Effectiveness law, the Board delegates to the District Administrator the task of selecting and implementing an approved Educator Effectiveness program such that the District is in compliance with State law.

Evaluations shall be conducted based on the model in place at the time and consistent with applicable State law and the District's guidelines.

The administration is authorized to implement additional evaluation procedures for specific personnel in need of additional or alternative evaluation in addition to the educator effectiveness program. A positive rating from the educator effectiveness model does not necessarily preclude the District from taking adverse employment action towards an employee for other performance or conduct related reasons, or from implementing remedial or performance improvement measures.

8. Evaluation of Support Staff (Policy 4220)

The Board recognizes the importance of implementing a program of support staff member evaluations for the purpose of promoting individual job performance and improving services to students.

The goals of the Board's evaluation plan for support staff are:

- A. to improve and reinforce the skills, attitudes, and abilities which enable a support staff member to be effective in achieving assigned job goals;
- B. to identify and remediate weaknesses which prevent a support staff member from achieving the goals of assigned duties.

The District Administrator shall develop and implement a plan for support staff member evaluations.

9. Personnel Files

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.

Procedure: 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.

10. Support Staff Supervision

- 1. The Administrator shall supervise, evaluate, and direct the scheduling of their office clerical staff, paraprofessionals, custodial staff (including pool), and coaching staff.
- 2. The Superintendent shall supervise, evaluate, and direct the scheduling of the District secretary, IT staff, transportation staff, and building and grounds supervisor.

3. The Business Manager shall supervise the food service director, aquatic director, and accounting clerk.

B. Staff Discipline (Policy 3139/4139)

The Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when deemed appropriate; however, student performance on examinations may not form the basis for staff discipline. This policy does not cover decisions to terminate or nonrenew a staff member's employment or accepting a staff member's resignation (see Policy 3140 - Non-Renewal, Resignation, and Termination).

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees, and such wrongdoing in some cases may involve potential criminal conduct and/or co-occurring law enforcement investigation. Such investigations still require that the employee truthfully answer questions relating to the activity, and refusal to answer may result in discipline up to and including termination. Employees required to respond to questions regarding potential criminal activity are permitted to do so without waiving any Constitutional rights against self-incrimination that may apply during the course of a criminal investigation. As appropriate, employees will be informed of this right, through what is often referred to as a "Garrity Warning". The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. (see Form 3139 F1 - "Garrity Warning")

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action, or disciplinary action that is otherwise in violation of law.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of staff members. Progressive discipline will generally progress as follows:

1. oral reprimand, with a written record placed in the employee file;
2. written warning;
3. suspension, the length of which is determined by the administration to effect the corrective goal of discipline; and
4. termination, pursuant to the process established for termination as set forth in Policy 3140 - Non-Renewal, Resignation, and Termination.

The District Administrator may skip one or all steps in the progressive discipline model when s/he deems that the severity of the offense requires more substantial discipline, or in the case of termination, where the District Administrator determines that the conduct is so egregious as to require the staff members immediate termination of

employment, consistent with the process established for termination as set forth in Policy 3140 - Non-Renewal, Resignation, and Termination.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340 - Grievance Procedure.

C. Non-Renewal, Resignation, and Termination (Policy 3140)

A critical function of the Board is maintaining personnel necessary to carry out the District's educational program and mission. In the course of carrying out this function, the Board will at times find it necessary to end an employment relationship with a member of the professional staff. This policy governs the process of nonrenewal and termination of employees, as well as the conditions under which a resignation may be accepted.

Full-Time Teachers

All full-time teachers are required to be under contract with the District. A full-time teacher's employment contract is automatically void and employment ended if the teacher does not have an appropriate teaching license issued by the DPI. Otherwise, a full-time teacher's employment shall be subject to non-renewal, termination, or resignation as follows:

A. Non-Renewal

In the event that the District Administrator intends to recommend the non-renewal of a full-time teacher's contract, all applicable statutory non-renewal procedures and timelines will apply, including both preliminary and final notice of nonrenewal. No teacher may be non-renewed solely on the basis of the results of mandatory student examinations. The District Administrator shall be responsible for notifying the affected teacher of his/her rights relative to the non-renewal process.

Teacher contracts may be non-renewed upon a majority vote of the full membership of the Board.

B. Termination

A full-time teacher's contract may be terminated only by a majority vote of the full membership of the Board. The District Administrator shall, if deemed appropriate, recommend a teacher's termination to the Board. The District Administrator is responsible for providing the teacher with appropriate notice regarding the hearing and for taking the necessary steps to present any such recommendation to the Board. The District Administrator may engage in negotiations with the teacher for purposes of resignation short of a hearing, subject to final Board approval.

C. Resignation

A full-time teacher may resign from his/her position only upon approval of a majority of the full membership

of the Board. The District Administrator may negotiate terms of resignation with such a teacher as appropriate and present those terms to the Board in an appropriately noticed, regular or special Board meeting, as necessary. A resignation is only in effect once approved by the Board. A resignation, once accepted by the Board, may not be rescinded without approval by the Board.

Part-Time Teachers

Teachers employed less than full-time, but not including substitute teachers whose employment is covered by Policy 3120.04, and whose employment contract does not specify procedures for termination of contract, may be terminated either by the District for appropriate reasons or through resignation by a majority vote of a quorum of the Board members present at a properly noticed meeting. A resignation, once accepted, may not be rescinded by the teacher.

A part-time teacher whose contract does not specify otherwise is not entitled to notice of intent to renew or of intent not to renew his/her contract for a subsequent school year.

The terms of the part-time teacher contract shall apply when the contract provides for procedures different than those noted in this policy.

Administrators

The Board employs administrative employees under a variety of employment arrangements. Generally, those arrangements include those administrators who, by law, are required to have an employment contract and are provided statutory rights with respect to those contracts; those that are not required to have contracts by law, but are nonetheless employed pursuant to a written contract approved by the Board; and those who perform administrative functions, but who do not have a contract which specifies the terms of employment as they relate to termination, resignation, and nonrenewal of the employment arrangement.

A. Statutory Administrators

The Board shall employ by contract the following persons: the District Administrator, business manager, school principals, and assistants to such persons, as well as the following persons employed solely to perform administrative functions: personnel administrators and supervisors, curriculum administrators, and assistants to such administrative personnel.

Such administrators may only be terminated, either due to appropriate circumstances justifying termination of employment or by tendered resignation, by a majority of the full membership of the Board.

Such administrators are entitled to contract renewal or notice of intent not to renew the administrator's contract pursuant to applicable statutory procedures, and any additional procedures incorporated into the said contract.

The District Administrator shall be responsible for assuring compliance with the procedures necessary for Board action to terminate or to non-renew an administrator's contract. In the case of the District Administrator's contract, the Board President with the assistance of Board legal counsel, shall be responsible for assuring procedural compliance with termination or non-renewal processes.

A resignation, once accepted by the Board, may not be rescinded except by approval of the majority of the full membership of the Board.

B. Administrators with Contracts including Provisions Governing Termination

The Board may employ administrators who are not statutorily entitled to an employment contract or to statutory termination and non-renewal procedures, but who nonetheless are issued employment contracts with provisions governing this process applicable to the manner in which the employment relationship is concluded, either by resignation, termination, or non-renewal. In such cases, the District Administrator shall be responsible for assuring adherence to applicable contractual procedures.

C. Administrative Personnel with no Contractual or Statutory Coverage

Employees performing administrative functions, but who are not covered by applicable statutory termination or non-renewal procedures, and who have not been issued an employment contract with provisions governing the termination or non-renewal process, are not entitled to notice of intent to renew or not to renew an employment agreement. In such a case, an employment agreement shall expire and the employee shall have no expectation of continued employment beyond the term of the agreement.

Such an administrative employee's employment may be terminated by a majority of a quorum of the Board present at a regular or special Board meeting.

Such an administrative employee's resignation may be accepted by a majority of a quorum of the Board present at a regular or special Board meeting.

A resignation, once accepted, may not be rescinded without agreement.

Professional Staff Termination: Employment may be terminated upon a majority vote of the full membership of the Board of Education. In such cases, the Board shall abide by its applicable policies and such terms as may be set forth in an individual contract.

Support Staff Termination: Employment may be terminated by the District Administrator.

Resignation: A professional staff member may resign in accordance with the terms of their individual contract.

An administrator may resign by filing a written resignation with the District Administrator.

A support staff member may resign by filing a written resignation with the District Administrator.

The District Administrator may act for the Board in the acceptance of a resignation.

Employees who terminate their employment with a two week written notice will not be allowed to use any earned vacation or personal time once received by the District Administrator. If an employee has overused the holiday, sick, or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his/her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day.

1. Liquidated Damages

The District encourages employees to notify the District as soon as possible regarding contract release. A teacher who breaches his/her contract shall be required to pay liquidated damages as follows:

- From the time they sign next year's contract until June 30th, no liquidated damages shall be forfeited;
- After July 1st, but before August 1st, employee must pay the district 1% of their base salary;
- After August 1st, but before the teacher's first day to report for the contract year, the employee must pay the district 2% of their base salary;
- After the teacher's first day reporting for the contract year, the employee must pay the district 4% of their base salary.

No teacher shall be released to sign a contract with another school district until the liquidated damages have been paid. The Board may deduct such damages from any paychecks still due and payable to the teacher and/or may waive such payments at its sole discretion.

Any release granted by the Board shall be effective on the 30th calendar day following receipt by the Board of the written request for release. The Board has sole discretion to waive part or all liquidated damages.

2. Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Wis. Stat. §118.22. Such nonrenewals shall be exclusively subject to the provisions of Wis. Stat. §118.22 and are not covered by the grievance procedure set forth in the Grievance Procedure section (III.D) of this Handbook.

3. Standard for Teacher Discipline and Termination

A teacher may be terminated during the contract year for “cause.” Discipline or termination during the contract year is subject to the grievance procedure set forth in the Grievance Procedure section (III.D) of this Handbook.

4. Standard for Other Employee Discipline and Termination

Unless otherwise provided by state statute, all other employees are “at-will” and may be discharged by the District at any time with no notice or reason and the employee may quit at any time with no notice or reason.

D. Grievance Procedure (Policies 3340/4340)

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

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

A grievance shall mean a dispute concerning an employee's discipline or termination of employment or a dispute concerning workplace conditions that affect workplace safety. Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) business days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

- A. Principal/Supervisor:
If an employee believes they have a matter subject to the grievance procedure, the employee shall present the grievance to their immediate supervisor. If applicable, the employee shall perform the assigned task and

grieve later. The Principal/Supervisor shall, within five (5) business days, inform the employee in writing of their decision.

B. District Administrator:

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) business days of the date the Principal's/Supervisor's written decision is issued, present their grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) business days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) business days. This step does not apply to any grievance related to action by the Board that directly affects the grievant.

C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) business days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an Impartial Hearing Officer. The Board shall appoint a Hearing Officer for the purpose of conducting the hearing. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline, or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determines the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a Hearing Officer or panel of potential Hearing Officers from which to select an officer for this purpose, either on an ad hoc basis or by resolution adopted for a school year, and delegate to the District Administrator the responsibility to arrange for such hearing with one (1) of the selected officers. When the grievant is the District Administrator, the Board's legal counsel shall be responsible for the selection of the Hearing Officer and arranging a hearing.

Each grievance shall be heard by a single Hearing Officer and such hearings shall be private. The employee and the District may present witnesses and each side may select one (1) individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the Principal/Supervisor in the initial grievance. Any fees or costs charged by the Impartial Hearing Officer shall be paid by the District.

D. Board:

In the event that either party is dissatisfied with the Hearing Officer's decision, that party may, within ten (10) business days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) business days after its receipt unless postponed by mutual agreement. The Board shall review the decision of the Impartial Hearing Officer and may either issue a decision or determine that additional

evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by a majority vote of a quorum present, which shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with the administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by the administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. Workplace safety means those conditions related to physical health and safety of employees enforceable under Federal or State law or District rule related to the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risks.
- B. Termination does not include voluntary resignation or retirement, nor does it include position elimination due to a reduction in force under Policy 3131 - Reduction in Staff.
- C. Employee discipline refers to unpaid suspensions, written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file. Nonrenewal of a contract under 118.22 or 118.24, Wis. Stats. shall be considered disciplinary if for misconduct or performance reasons.
- D. Business day means weekdays, excluding any District recognized holiday that falls on a weekday, but does not exclude weekdays during scheduled break periods.

Section IV: Employee Benefits Applicable to All Employees

A. Fringe Benefits

The policies in this section apply to all regular full-time and part-time employees. Proration shall occur where applicable. Any change in benefit level based on years of service shall occur on July 1 of the year proceeding (after) the employee's anniversary date.

Individuals hired for limited term employment are not eligible for these benefits. Benefits are prorated on normal scheduled hours of employment.

B. Jury Duty-Wage Payment

If it becomes necessary for an employee to serve jury duty, staff members will be paid regular pay during any work days missed. There shall be no restriction upon the number of days for which the wage may be paid as long as the days of jury duty are verified by the clerk of court or another court official. Staff members who receive pay for any time spent on jury duty are required to turn over any pay received from the court to the District as outlined in Policies 3431/4431.

C. 403(b) Tax Sheltered Annuity Plan

It is the policy of the Phillips School District (the "District") to offer its employees the opportunity to defer amounts to a plan qualified under §403(b) of the Internal Revenue Code of 1986 (IRC), as now in effect or as hereafter amended. To carry out this policy, the District Administrator or Designee shall establish any necessary procedures to serve the interests of the District and its employees, as well as to remain in compliance with all applicable federal and state laws. The policy of the District will require any vendor approved by the District to receive contributions through the District's 403(b) Plan to certify that it will comply with the requirements of IRC §403(b), federal regulations, the terms of the District's 403(b) Plan document, and will execute an agreement with the District. In the absence of such a certification, such vendor shall not be permitted to serve as a recipient of contributions.

D. Employee Assistance Program

A. Introduction:

Recognizing that employees and their families can develop personal problems that may jeopardize their health, family structure, or employment, the School District of Phillips has established an Employee Assistance Program (EAP) to help employees and their family members receive timely assistance to overcome such problems.

Employees may seek help on their own initiative or supervisors may ask employees to obtain assistance because of job performance problems. To seek assistance, employees may contact the District office or an administrator.

B. Employee Assistance Policy

The School District of Phillips regarding the operation and use of the EAP:

Views as remediable personal problems, difficulties in daily living, alcoholism and other drug dependencies and/or abuse, marital or family distress, emotional distress, impact of disability and chronic disease on individuals and families, family violence, separation, divorce and others.

1. Encourages early identification of such problems and use of appropriate resources in the community.
2. Operates this program in compliance with federal regulations regarding confidentiality.
3. Assures that employees' job security or promotional opportunities are not jeopardized solely because they seek such assistance or because they refuse to seek it.
4. Offers the services of the program to the employees and their immediate family members.
5. Keeps employees and their families aware of the program.

C. Program Description

The Employee Assistance Program recognizes that everyday life can be stressful and can affect an employee's health, well-being, and performance. The Employee Assistance Program can aid employees in finding solutions. It is a confidential place that employees can use to find answers that work for them. With EAP, employees can receive no-cost, confidential help for a wide variety of needs and concerns which include: alcohol or drug addictions; anxiety, childcare; depression; eating disorders; eldercare; family conflict; financial or legal concerns; marital difficulties; parenting concerns; problem gambling; relationship problems; stress management.

The Employee Assistance Coordinator has the responsibility to implement and sustain the Employee Assistance program throughout the School District.

D. Referral Process:

1. Self-Referral:

Employees with personal problems are encouraged to seek assistance on their own initiative before health or job performance are adversely affected. Employees can discuss their difficulties, on a confidential basis, with any building or district administrator.

2. Supervisory Referral:

Supervisors continually monitor employee job performance. When a job performance problem is identified, the Supervisor will follow a corrective and/or disciplinary process as outlined in the Employee Handbook or in applicable labor agreements. The Supervisor may remind the employee of the availability of the EAP and encourage the employee to utilize the services. At the discretion of the District, the contact may be offered as an alternative to corrective action and/or discipline, although it does not prevent supervisors from taking appropriate disciplinary action in dealing with performance problems. Use of the EAP may prevent further deterioration in job performance and additional disciplinary action.

E. Goals of an Employee Assistance Program

School District of Phillips has initiated an Employee Assistance Program with the following goals established:

1. To encourage the earliest possible diagnosis, treatment and other appropriate help in all situations where employee well-being, health and/or job performance have been affected.
2. To coordinate in-house and community-helping services so that, when possible, employees seeking help can benefit from the best combination of appropriate helping and therapeutic services.
3. To help employees attain and/or maintain their full potential on the job.
4. To reduce the economic costs to the employer and to the employee of persistent personal problems.
5. To add to the constructive options that management, labor, and employee services have in addressing job performance, health, and safety in the workplace.
6. To improve overall labor and management relations in the area of employee personal problems.

The program will seek to achieve these goals in a manner compatible with School District objectives, policies, and procedures and will utilize existing community resources as much as possible. The privacy and rights of the employees will be protected in accordance with the law.

E. Family & Medical Leave Absence (FMLA) (Policy 3430.01/4430.01)

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave.

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care

- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for themselves due to a physical or mental disability or, for leave under State law only, unable to care for themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of the staff member's position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an

injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for the staff member's own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to a total of twelve (12) work weeks of leave in a twelve (12) month period measured forward from the date of any employee's first FMLA usage for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of the staff member's natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or their family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

Staff members must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with their supervisor in order to work out a treatment schedule which best suits the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, they must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to their own serious health condition or the serious health condition of their spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a

serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and their rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that the staff member notifies their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with their supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA intermittent or reduced schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means

there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which the staff member has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying their portion of health insurance premiums regardless of whether the staff member's family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if the staff member had been actively employed during the

leave. Further, if the staff member gives unequivocal notice of intent not to return to work, the staff member is not entitled to be reinstated.

A staff member who exceeds the FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided the staff member has the present skill and ability to perform the essential functions of their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, the staff member must present certification to return to work to their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

F. Medical and Dental Insurance

There shall be no cash payments in lieu of insurance.

Effective July 1, 2013, the District's contribution toward single or family medical insurance premiums will be 80% for full-time employees and 60% for a family plan for less than full-time employees. Health insurance plan design is determined by the District and may include a health reimbursement account ("HRA"). Effective July 1, 2013, the District contributions toward single or family dental insurance will be 80% for full-time employees and 60% for a family plan for less than full-time employees.

The District contribution to employee medical and/or dental insurance will be prorated based on the base annual days of employment, and base hours per week. The full District contribution will be allowed for twelve-month (260 days) employees scheduled for at least 30 hours per week and for all full-time contractual teaching and professional staff.

Beginning September 1, 2019, employees who work less than 30-hours per week, will be offered single insurance coverage with the district paying 80% of the premium. Current employees and current recruits will be grandfathered into previous Handbook language.

G. Disability Insurance

The District will provide long-term disability insurance for all employees who work more than 600 hours per year. The District will pay for the cost of this coverage. The plan shall provide for income continuation of up to 66 2/3% of an employee's annual salary.

H. Life Insurance

The District will provide life insurance for all employees who work at least 15 hours per week on a regular basis. Employees will have the option to purchase additional life insurance beyond what is provided by the District.

I. Employee Trust Funds (ETF)/Wisconsin Retirement System (WRS)

The District will contribute the employer portion of the required contributions toward the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds Board.

Each employee shall be required to contribute an amount equal to one-half of all required contributions towards the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds Board.

J. Paid Leave Provisions

1. Paid Time Off

All 9 and 10-month employees shall receive 11 paid leave days per year, 11-month employees shall receive 12 paid leave days per year, and 12-month employees shall receive 13 paid leave days per year. All are cumulative to 62 days. Paid time off can be used for the employee's illness, the illness of an immediate family member or for medical or dental appointments. Paid time off can also be used for legal business or household matters which require absence during working hours. Also, three (3) of the annually accrued days will be deemed personal days. In all cases other than illness, application to the employee's immediate supervisor shall be made at least two (2) days before taking such leaves (except in the case of emergencies). An employee's supervisor may require verification of illness to be submitted at the supervisor's discretion in cases of suspected PTO abuse, but typically such verification will not be required for absences of less than three consecutive work days. **Paid Time Off cannot be used the first or last week of school or on scheduled staff professional development days.**

An employee who is increasing or decreasing their number of work hours shall have their accumulated paid leave days adjusted to reflect the new workday that they are working.

2. Bereavement

In the event of the death of a member of an employee's immediate family, employees who are scheduled to work will be granted consecutive days of paid leave in order to make necessary funeral arrangements, family decisions related to the deceased and/or attend the funeral. For purposes of this provision, "immediate family" shall be defined as including husband, wife, father, mother, child, sister, brother, grandparents, grandchild of employee or spouse-including step and in-law or any other member of the family unit living in the same household.

Bereavement leave is not deducted from current or accrued PTO days. The following guideline will be applied to all employees:

All employees expected to work 186 or more full days receive four (4) bereavement days per event.

All employees who are less than full time will receive two (2) bereavement days per event.

The Employer recognizes that "immediate family" may not recognize people whom we care deeply about. In these instances, other forms of paid or unpaid leave may be available for use. Please see your supervisor to discuss any requests.

3. Medical Leave of Absence

- A. The employee is required to notify the District Administrator or designee in writing as soon as they are aware of a medical condition which will require absence from work any time in the future.

- B. The employee must provide a statement indicating that they plan to return to work at the end of this period of medical disability.
- C. Paid time off will be provided to the employee, not to exceed the number of paid leave days accumulated, during the time a physician certifies that the employee remains at home for reasons of the employee's health.
- D. The above provisions shall apply to maternity leave.

4. Severance/Paid Time Off (PTO) Leave Payout

Employees will be paid for accumulated paid leave days upon resignation or retirement according to the following conditions:

- A. To receive severance/PTO payout upon resignation, a 30 day notice prior to the effective date of the resignation must be made to the administration in writing by the employee, unless agreed to by both parties.
- B. Employees who are terminated for cause are not eligible for PTO payout.
- C. One hundred percent (100%) of unused PTO, may count towards paid leave payout.
- D. PTO payout may be collected only if the employee leaves after a minimum of ten (10) years of continuous service with the District as a regular full-time or regular part-time employee.
- E. Each PTO payout day accumulated will be paid out at a rate of 25% of daily rate for support staff.
- F. In case of the death of an employee who has accumulated PTO, the benefit would be paid to their surviving spouse or estate

K. Unpaid Leave Provisions

In the event an employee has exhausted all available leave options, said employee may request unpaid leave. Unpaid leave requests must be in writing and will be granted at the discretion of the District Administrator and the availability of a suitable substitute.

All unpaid leave will require the employee to reimburse the District the prorated portion of all benefits accrued by the employee during the unpaid leave portion of the employees contracted days of employment. The District office will calculate the cost of maintaining benefits pertaining to the unpaid leave request in advance of the request if submitted two days prior to the start of the leave. The district accounting clerk will schedule the payroll deduction of the prorated portion to be executed on the first payroll after the utilization of the unpaid leave days. The employee may request to have the balance of the payroll reduction amount spread out over remaining pay periods, however, the payroll reduction must be accounted for within the fiscal year the unpaid leave was taken.

Section V: Employee Benefits-Professional Staff

A. Certified Personnel

1. Qualifications

An applicant to teach or hold any position requiring Department of Public Instruction (DPI) certification in any of the schools within the School District of Phillips must have satisfied the requirements of the DPI and hold a certificate from the Department showing acceptance for the position sought.

2. Appointment

The District Administrator shall interview and nominate to the Board qualified persons for appointment to positions which are vacant or created.

3. Assignment or Transfer

The District Administrator, with the aid of his/her supervisory staff, shall assign and transfer all instructional and non-instructional personnel. He/she shall make recommendations to the board for the promotion or dismissal of any instructional or non-instructional personnel.

B. Employment of Substitutes (Policy 3120.04)

The Board recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel. This policy does not apply to regular contracted teachers hired to serve as permanent substitute teachers and whose employment is governed by Policy 3120 - Employment of Professional Staff.

The District Administrator shall make appropriate arrangements to assure the availability of substitutes for assignment as services are required to replace temporarily absent regular staff members and to temporarily fill new positions. Such assignment of substitutes may be terminated, including permanent removal from the substitute teaching roster, when their services are no longer required or for other reasons as determined by the District Administrator that are not arbitrary, capricious, or discriminatory.

Substitutes must possess appropriate certification to teach as a substitute. The District Administrator may determine what licensure is required and make allowances for the use of alternative forms of certification, emergency certification, and other such options as permitted by law. There must also be verification that a satisfactory background check has been conducted by the Department of Public Instruction or appropriate State agency.

In order to retain well-qualified substitutes for service in this District, the Board will offer compensation at a rate set annually by the Board.

A substitute employed for ten (10) consecutive days in the same professional position shall be paid a salary not less than the minimum salary on the current salary schedule and granted the privileges provided to regular staff.

A substitute shall be paid actual hours worked once the substitute is called.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which they are supervised directly by a staff member who is related.

Prior to the end of the school year, District employed substitutes, who the District intends to employ for the ensuing school year, will receive a letter of reasonable assurance of continued employment.

Section VI: Employee Benefits-Support Staff

A. Fringe Benefits

The policies in this section apply to all regular full-time and part-time support staff employees. Proration shall occur where applicable. Any change in benefit level based on years of service shall occur on July 1 of the year proceeding (after) the employee's anniversary date.

Individuals hired for limited term employment are not eligible for these benefits. Benefits are prorated on normal scheduled hours of employment.

B. Paid Vacations

All nine (9) month employees: None.

All full-time twelve (12) month employees as follows:

- Less than two (2) years of service: Five (5) days vacation awarded on the first day of hire (One (1) day vacation for each two (2) months worked, not to exceed five (5) working days.)
- Two (2) to nine (9) years service: Two (2) weeks vacation.
- Ten (10) to fourteen (14) years service: Three (3) weeks vacation.
- Fifteen (15) or more years of service: Four (4) weeks vacation.

No vacation carry forward will be allowed.

Vacations shall be taken in the year in which vacation is earned, between July 1st and June 30th except upon prior arrangement with the supervisor.

C. Paid Holidays

Paid holidays are as follows:

- Nine (9) month employees shall receive four paid holidays- Labor Day, Thanksgiving, Christmas, and Good Friday.
- Twelve (12) month employees shall receive ten paid holidays - Fourth of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day, Good Friday, and Memorial Day
- Employees over nine (9) months but less than twelve (12) months will receive a prorated paid holiday amount.

In order to qualify for holiday pay, both 9-month and 12-month employees on an hourly rate must be present on their regularly scheduled workday preceding and following the paid holiday, unless a scheduled vacation is taken, a doctor's certificate verifies illness, or funeral leave is used. Employees will be paid on the basis of their regular daily rate for the week of the holiday.

D. Fair Labor Standards Act (FSLA) (Policy 6700)

It is the Board's policy to comply with the provisions of State and Federal Law and their respective implementing regulations, relating to minimum wages and overtime. To that end, the Board shall pay at least the minimum wage to all employees. Further, the Board recognizes the safe and efficient operation of the District may occasionally require covered, non-exempt employees to work more than forty (40) hours during a given work week. Such employees shall be paid overtime compensation.

Work week is defined as the seven (7) day period of time beginning on Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m. (or Monday at 12:00 a.m. and continuing to the following Sunday at 11:59 p.m.)

Covered, non-exempt employees who work (i.e., perform work on behalf of or for the benefit of the Board) more than forty (40) hours in a given work week will receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in the work week. Payment will be in the form of wages.

The District Administrator or his/her designee shall determine the necessity and availability of overtime work.

Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. Non-exempt employees who work overtime without prior approval from the District Administrator or a supervisor will be subject to disciplinary action, up to and including termination.

Non-exempt employees who perform compensable work that they are not authorized to perform, will be compensated for any actual worktime, but will be subject to disciplinary action.

Exempt employees are individuals who are exempt from the State and Federal overtime provisions. Generally, individuals employed in a bona fide executive, administrative, administrative academic, or professional capacity, and certain computer employees are considered exempt. To qualify for the exemption, employees generally must meet certain tests regarding their job duties and be paid on salary basis. The salary requirement does not apply to teachers. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. Additionally, the predetermined amount cannot be reduced because of variation in the quality or quantity of the employee's work. Subject to certain exceptions, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked.

The Board reserves the right to make deductions from the pay of otherwise exempt employees under the following circumstances:

- A. the employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability
- B. the employee is absent from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness

- C. for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions
- D. for penalties imposed in good faith for infractions of safety rules of major significance

The Board shall also not be required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family & Medical Leave Act.

The Board recognizes that with limited legally permissible exceptions, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to the Business Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made, and the Board will make a good faith commitment to avoid any recurrence of the error.

E. Support Staff Recruiting/Hiring

The District Administrator shall employ support staff members who have such licensing, training and skills as may be required to successfully carry out the requirements of the position. Specific qualifications and the essential job functions shall be listed in regard to such positions.

The administration shall be responsible for the recruitment and selection of support staff in the District subject to Board approval.

F. Substitute and Part-Time Support Employment

The District Administrator or his/her designee is responsible for the support staff staffing of the District. When the need for temporary or part-time employees is evident, the District Administrator or his/her designee has the responsibility for hiring the necessary help.

Section VII: Compensation

A. Retirement

1. Early Retirement-Certified Personnel

Effective July 1, 2013, teachers shall be categorized according to years of consecutive, full time teaching service to the District for purposes of determining their early retirement benefits under this Section. Such classification is not subject to change.

For purposes of the continuous years of teaching service requirement provided for in this Section, service shall not be deemed interrupted if the employee is on full or partial layoff for two (2) consecutive years or less and subsequently returns to a full-time teaching position, provided however that the teacher shall not continue to accrue years of service while on such layoff. If, at the end of such two year period, the laid off teacher does not return to a full-time teaching position, then the potential retirement benefit accrual for purposes of the requisite continuous years of service shall start over again at zero.

A teacher must notify the School Board in writing by February 1st of his/her intent to retire at the conclusion of the applicable school year and complete the school year immediately preceding the date of retirement in order to be eligible for any early retirement benefits provided for in this Section.

The District retains the right to bargain individually with teachers at its discretion with respect to early retirement benefits.

A. Teachers with at least 25 years of consecutive, full time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):

1. Upon the eligible teacher's retirement, the District agrees to contribute up to sixty thousand (\$60,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.

2. A teacher may elect to remain a member of the District's health insurance group for a maximum of five (5) years or until he/she attains the age of Medicare eligibility if deemed eligible by the carrier; provided, however, that he/she comply with the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being

ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.

3. Beginning 2016-2017, an additional \$1,500 will be added to the retirement total for longevity pay.

B. Teachers with at least 20 years, but less than 25 years, of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):

1. Upon the eligible teacher's retirement, the District agrees to contribute up to forty thousand (\$40,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.
2. A teacher may elect to remain a member of the District's health insurance group for a maximum of five (5) years or until he/she attains the age of Medicare eligibility, whichever occurs earlier, if deemed eligible by the carrier; provided, however, that he/she comply with the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.
3. Beginning 2016-2017, an additional \$1,000 will be added to the retirement total for longevity pay.

C. Teachers with at least 15 years, but less than 20 years, of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):

1. Upon the eligible teacher's retirement, the District agrees to contribute up to twenty thousand (\$20,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.
2. A teacher may elect to remain a member of the District's health insurance group for a maximum of three (3) years or until he/she attains the age of Medicare eligibility, whichever occurs earlier, if deemed eligible by the carrier; provided, however, that he/she comply with

the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.

3. Beginning 2016-2017, an additional \$500 will be added to the retirement total for longevity pay.

D. Newly hired teachers and teachers with less than 15 years of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following:

1. The District agrees to deposit five hundred (\$500) per year into an HRA for each full-time eligible teacher for a maximum of twenty (20) years (or upon Medicare eligibility whichever occurs first). Such deposit shall be recorded the last week in July following the successful completion of the preceding school year. Deposits will earn interest and carry over from year to year. A teacher will be vested in the HRA when he/she has at least fifteen (15) continuous years of teaching service in the Phillips School District. Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited.
2. Such teachers will not be eligible to remain a member of the District's health insurance group upon retirement.
3. Teachers will not be allowed to access any such HRA funds until their retirement from the District.

2. Sick Leave Conversion

A. A teacher anticipating retirement shall be allowed to convert his/her accumulated sick leave that exists on his/her final day of employment at the following rates:

1. Teachers with at least 25 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$90 per day.
2. Teachers with at least 20, but less than 25 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$75 per day.

3. Teachers with at least 10 years, but less than 20 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$60 per day.
 4. Teacher that resigns (not retirement) with 10+ years of service shall be eligible to convert his/her sick leave at a rate of \$60 per day.
- B. Such sum shall have no cash value, but rather shall be placed into the teacher's HRA upon their retirement.

B. Wages

The District is prohibited from engaging in collective bargaining with its 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 not bargained, by the employer.

Upon initial employment in the District, the Board of Education, at its own discretion, will determine the new employee's salary. Wages shall be negotiated by law.

The District has the right to freeze an employee's compensation if the employee is on an improvement plan.

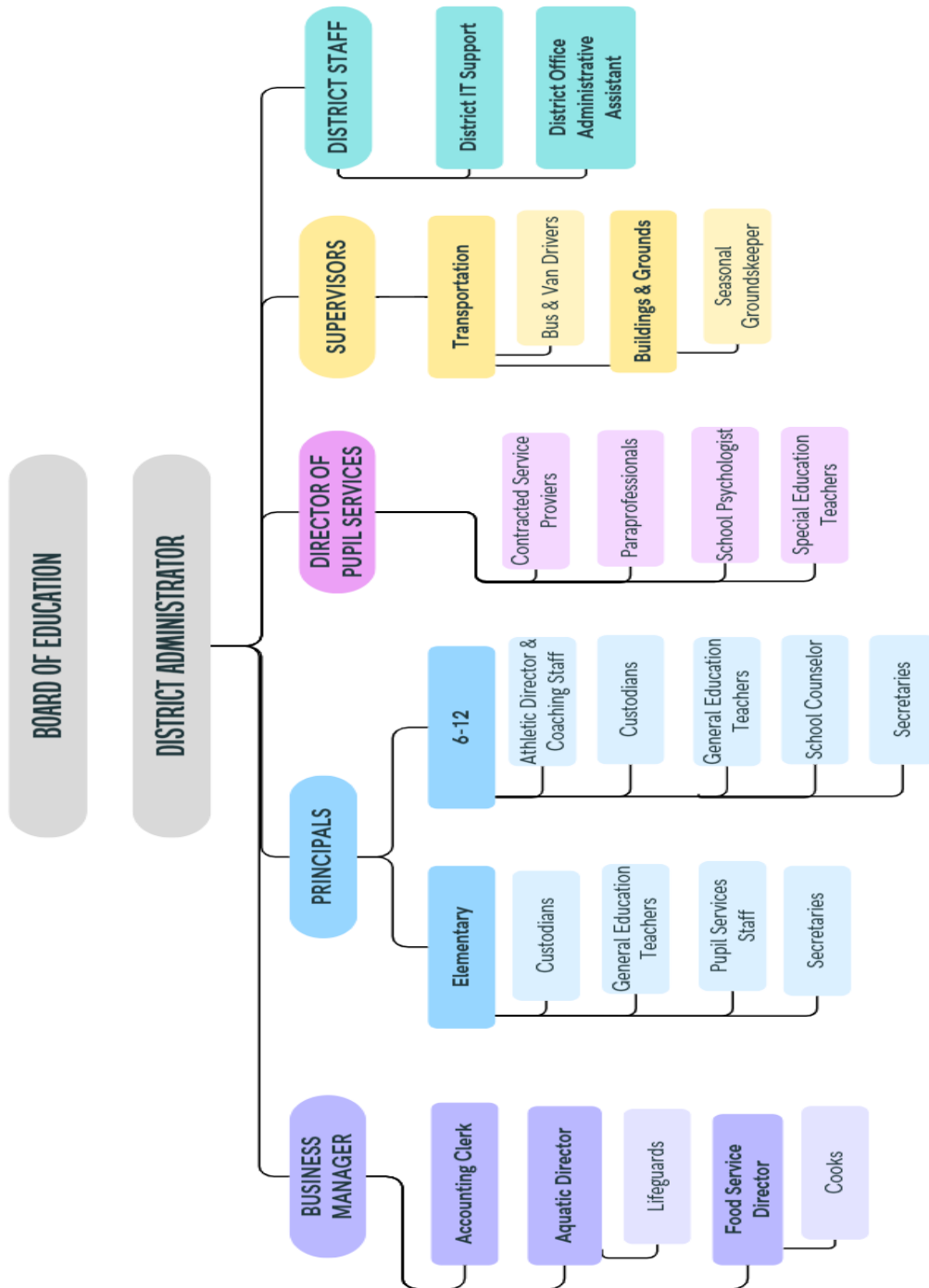
1. Certified Personnel

- a. See Appendix B

2. Support Staff Personnel

- a. See Appendix C and D.
- b. Unless provided otherwise by an individual contract, all non-certified personnel shall be paid on an hourly basis.

Appendix A: Organizational Chart



Appendix B: Professional Staff Salary Schedule

School District of Phillips Professional Staff Salary Schedule

Step	Inc. \$2,000 annually
A	\$43,000.00
B	\$45,000.00
C	\$47,000.00
D	\$49,000.00
E	\$51,000.00
F	\$53,000.00
G	\$55,000.00
H	\$57,000.00
I	\$59,000.00
J	\$61,000.00
K	\$63,000.00
L	\$65,000.00
M	\$67,000.00
N	\$69,000.00
O	\$71,000.00
P*	\$73,000.00

Approved by the Board of Education on 4/15/2024

*Increases to salaries beyond Step P are determined by the School Board on an annual basis.

Appendix C: Hourly Support Staff Pay Schedule

Hourly Support Staff Pay Schedule 2026-27

Position	Starting	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
Lead Secretary	\$16.54	\$16.89	\$17.21	\$17.56	\$17.91	\$18.26	\$18.63	\$19.01	\$19.39	\$19.77	\$20.18
Building Secretary	\$16.02	\$16.34	\$16.66	\$17.01	\$17.34	\$17.69	\$18.04	\$18.41	\$18.77	\$19.15	\$19.53
Cook I	\$16.02	\$16.34	\$16.66	\$17.01	\$17.34	\$17.69	\$18.04	\$18.41	\$18.77	\$19.15	\$19.53
Cook II	\$14.95	\$15.25	\$15.55	\$15.87	\$16.18	\$16.50	\$16.85	\$17.18	\$17.52	\$17.87	\$18.22
Custodian I	\$18.15	\$18.52	\$18.89	\$19.26	\$19.64	\$20.05	\$20.44	\$20.86	\$21.27	\$21.69	\$22.13
Custodian II	\$17.08	\$17.42	\$17.76	\$18.12	\$18.48	\$18.86	\$19.23	\$19.61	\$20.01	\$20.41	\$20.81
Paraprofessional	\$16.02	\$16.34	\$16.66	\$17.01	\$17.34	\$17.69	\$18.04	\$18.41	\$18.77	\$19.15	\$19.53

.35 Shift differential for second shift custodians

Appendix D: Other Support Staff Hourly Wages

Starting Hired Support Staff	.63% on cell and 2.63% on non-cell		
Custodian I	\$18.15		
Custodian II	\$17.08 PMSHift	\$0.35	\$17.43
Cook I	\$16.02		
Cook II	\$14.95		
Bus Driver	\$20.48		
After School Driver	\$16.75		
Special Ed Van Driver	\$17.91		
Paraprofessionals	\$16.02		
Lead Secretary	\$16.54		
Building Secretary	\$16.02		
Other Bus Driving			
Bus Driving Trip Rate	\$18.23		
Bus Garage Dispatch./Cleaning/Maintenance	\$15.85		
Substitute Wages			
Substitute Bus Driver	\$19.48		
Substitute Van Driver	\$18.10		
Substitute Custodian	\$17.42		
Substitute Cook	\$15.25		
Substitute Secretary	\$16.34		
Substitute Paraprofessional	\$16.34		
Substitute Teacher (Daily)	\$148.08		
Substitute Teacher (Hourly)	\$18.51		
Substitute Teacher (Long-Term Daily)	\$229.60		
Substitute Teacher (Long-Term Hourly)	\$28.70		
Summer Workers			
First Year	\$17.65		
Returning	\$18.00		

Lifeguards

Lifeguard - Starting	\$15.45
Lifeguard w/1 Year	\$15.72
Lifeguard w/2 Years	\$16.00
Lifeguard w/3+ Years	\$16.27
Head Lifeguard - Starting	\$16.55
Head Lifeguard w/1 Year	\$16.83
Head Lifeguard w/2 Years	\$17.10
Head Lifeguard w3+ Years	\$17.38
Instructor - Starting	\$17.65
Instructor w/1 Year	\$17.93
Instructor w/2 Years	\$18.21
Instructor w/3 Years	\$18.48
Adult Daytime Lifeguard	\$18.48
Private Lessons	\$17.65