Employee Handbook

AMENDED BY BOE 08-12-19
Employee Handbook
Approved by BOE 08-12-19

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SECTION 1: APPLICABLE TO ALL SCHOOL DISTRICT PERSONNEL

PART I. INTRODUCTION

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

PART I. INTRODUCTION

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. CONFIDENTIALITY

Pupil information that District employees obtain as a result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. Any requests for pupil or District records shall be referred to the appropriate administrator.

The Board’s policy on Student Records (8330) can be found at:
http://www.monroeschools.com/district/

B. CONFORMITY TO LAW

If any provision of this Handbook, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this Handbook shall not be affected thereby.

C. EMPLOYEE HANDBOOK

This Employee Handbook (the “Handbook”) provides a broad overview of the School District of Monroe’s (“District”) employment policies, practices, procedures, and benefits. The Handbook is provided to you as a guideline and should not be considered all inclusive. This Handbook does not cover all of the District’s policies, practices, procedures, or benefits, nor does it provide a written answer to every possible employment situation. Board policies and procedures are available on the School District of Monroe’s website at: http://www.monroeschools.com/district/

Notwithstanding any provision herein, and subject to applicable law, the District reserves the right to make employment-related decisions on a case-by-case basis. The District reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Handbook or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

This Handbook replaces and supersedes previous handbooks and is intended to be subservient to, and does not supersede, the Board’s statements, policies, procedures, and rules whether verbal or
written. In case of a direct conflict between this Handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

An electronic copy of the various district policies is provided throughout this Handbook. An electronic version of this Handbook can be found on the District’s website at: http://www.monroeschools.com/district/

D. EMPLOYMENT STATUS

This Handbook is not intended to create a contract of employment, express or implied, or evidence of a contract of employment, between the District and any one, or all, of its employees. Only the Board has the authority to enter into such contracts. Any such agreements must be in writing and signed by an authorized representative of the Board and the employee.

Except as required by the laws of the state of Wisconsin, every employee of the District serves as an at-will employee. As such, the District cannot guarantee you or any employee continued employment for any definite period of time unless specifically addressed elsewhere in this Handbook. You have the right to terminate your employment at any time, for any reason or no reason, and the District retains the same right to terminate your employment at any time, as allowed by applicable law, subject to other provisions of an individual employment contract or collective bargaining agreement.

E. GENERAL PERSONNEL POLICIES

This Handbook is subservient to, and does not supersede the provisions set forth in its Board policies.
SECTION 1: APPLICABLE TO ALL SCHOOL DISTRICT PERSONNEL

PART II. EMPLOYMENT LAW

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

PART II. EMPLOYMENT LAW

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. CRIMINAL BACKGROUND CHECK

All individuals applying for employment with the District are required to file in writing, in advance of employment and on forms provided by the District, a statement regarding the applicant’s criminal background. The Board’s Criminal History Record Check Policy (3121 and 4121) can be found at: http://www.monroeschools.com/district/

B. DISABILITY

The District is committed to maintaining an environment that prohibits discrimination against disabled persons. Further guidance outlining the Board’s Nondiscrimination and Equal Access to Equal Educational Opportunity and the Nondiscrimination and Equal Employment Opportunity policies (2260, 1422, 3122, 3123, 4122, and 4123) is at: http://www.monroeschools.com/district/

C. DISCRIMINATION AND HARASSMENT

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District will not tolerate harassment based on any personal characteristic described in its Equal Opportunity Policy. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee’s work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. Sexual harassment may include, but is not limited to:

- Unwelcome sexual propositions, invitations, solicitations, and flirtations;
- physical and/or sexual assault;
threats or insinuations that a person’s employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;

unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person’s body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;

unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures.

District Compliance Officers:

Joe Monroe Terri Montgomery
Director of Pupil Services Director of Curriculum & Instruction
608-328-7155 608-328-7847
925 16th Avenue, Suite 3 925 16th Avenue, Suite 3
Monroe, WI 53566 Monroe, WI 53566
joemonroe@monroe.k12.wi.us terrimontgomery@monroe.k12.wi.us

Additional guidance regarding the Board’s policy on harassment (1662, 3362, 4362) and complaint procedures (Administrative Guidelines 3362.01 and 4362.01) can be found at: www.monroeschools.com/district
D. EQUAL OPPORTUNITY

The Board does not discriminate in the employment of professional staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 11.32, Wis. Stats.), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District’s premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters of political matters, or any other characteristic protected by law in its employment practices.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship in the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

The Board’s Nondiscrimination and Equal Employment Opportunity Policy (1422, 3122, 4122) can be found at http://www.monroeschools.com/district/

E. IMMIGRATION LAW COMPLIANCE

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

F. LICENSURE/CERTIFICATION

Each employee who is licensed or certified by law to perform his/her job duties must provide the District with a copy of the current license or certificate so that it can be maintained in his or her personnel file. Employees are expected to be aware of licensure and certification expiration dates. Applications for license and/or certification renewal are to be completed in a timely basis.

G. MANAGEMENT RIGHTS

Management retains all rights of possession, care, control and management that it has by law and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board shall be limited only to the precise intent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this Handbook, applicable individual contracts, and/or collective bargaining agreements. These rights include but are not limited by enumeration to the following rights:
To direct all operations of the school system;

To determine the educational policies of the District;

To establish and require observance of reasonable work rules and schedules of work;

To hire, promote, transfer, schedule and assign employees in positions within the school system;

To suspend, discharge and take other disciplinary action against employees;

To relieve employees from their duties because of lack of work or to save money;

To maintain efficiency of school system operations;

To take whatever action is necessary to comply with state or federal law or to comply with state or federal agency decisions or orders;

To introduce new or improved methods or facilities;

To select employees, establish job descriptions and quality standards and to evaluate employee performance;

To require use of a time recording system;

To determine the methods, means and personnel by which school system operations are to be conducted;

To contract out for goods and services with a goal of maintaining as many services in house as is educationally sound and economically feasible; and

To take whatever action is necessary to carry out the functions of the school system in situation of emergency.

H. SEVERANCE FROM EMPLOYMENT

An employee's employment relationship shall be broken and terminated by:

Termination pursuant to the terms of this Handbook and the employee’s individual contract [if any];

Voluntary resignation;

Retirement;
• Nonrenewal of the employee’s contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];

• Failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so [only applicable to employees where layoff rights are expressly provided for in other sections of this Handbook];

• The employee having been on layoff for twelve (12) consecutive months [only applicable to employees where layoff rights are expressly provided for in other sections of this Handbook];

• Failure to return to work the day following the expiration of an authorized leave of absence; and

• Job abandonment.
PART III. HOURS OF WORK AND ATTENDANCE

A. ATTENDANCE AND PUNCTUALITY

The District expects all employees to make every effort to be present for work and to adhere to their assigned work schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each assigned work day, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee’s supervisor/building administrator as is further specified in other parts of this Handbook. Any deviation from assigned hours must have prior approval from the employee’s supervisor or the Business Administrator.

B. EXCEPTIONS TO REQUIRED WORK SCHEDULES – HOURLY STAFF

On any day during the school year when school is closed due to severe weather/road conditions, employees will be paid only for the hours they actually work. The school administration will identify those employees expected to show up for work when school is closed. Year-round hourly, exempt and administrative staff are expected to work on inclement weather days unless conditions are so extreme that an emergency is called and all District services are closed. Any other employee called to work shall be paid at a minimum of one (1) hour. This employee may be requested to work the full one (1) hour period.

When school is closed, employees not covered by the above are not expected to report for work unless requested by their immediate supervisor. If the employee reports for work, he or she shall be paid at the regular rate. If an employee misses time from work due to inclement weather (severe weather/road conditions) this time may be made up, with the approval of the employee’s immediate supervisor, by using personal, vacation, or paid sick leave for the time missed or take “time off, no pay.” The use of personal, vacation or paid sick leave shall be limited to the first inclement weather day of each school year and for late starts or early release caused by inclement weather.

All personnel required to report to their building during a “building closing” shall contact their immediate supervisor to determine when they should report. The method of contact will be determined by the building administrator. Use of voice mail is permissible if direct contact cannot be made with the building administrator.
The payment for both exempt and hourly Monroe Public Library employees for time off because of library closures will be guided by Monroe Public Library Board policy.

C. HOURS OF WORK

The District will generally schedule school employees to work consistent with each of the building’s hours of instruction. Because of different building schedule requirements, an employee’s work hours may vary in different assignments and locations. The employee’s immediate supervisor will schedule working hours.

Specific details regarding hours of work for the various employee groups can be found in the other sections of this employee handbook.

D. OTHER EMERGENCY CONDITIONS

In conjunction with local health and/or public safety authorities, the District may decide to close a building or take other emergency measures in order to safeguard the health and welfare of its employees, students and the public. Examples of emergency conditions might include power outages, damage to a school building, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, distinct from that noted in Paragraph B (Exceptions to Required Work Schedules) noted above, the District may authorize paid leave status for employees.

E. SCHOOL CALENDAR

On or about December 15 of each calendar year, the School Board will determine and approve the following year’s school calendar with guidance set forth by the Administration, Board policy and applicable state law.

The Board’s policy regarding the school calendar can be found in the Board’s School Calendar Policy (8210) www.monroeschools.com/district/
A. PERSONNEL FILE

The District maintains a personnel file for each District employee.

The personnel file will be maintained in the District Office and include employee evaluations, license documents, and official transcripts. Documentation identifying an employee’s personal health information or grievance materials will not be kept in an employee’s personnel file.

Except as otherwise specifically provided by law, individual personnel records shall be considered public records and shall be subject to examination and review as required by law.

An employee shall have the right to review the contents of his/her personnel file with reasonable advance notice pursuant to the procedures required by applicable law. Employees shall have the right to a duplicate copy of records included in the personnel files with the exception of records defined as confidential under Wis. Stat. § 103.13.

Should you want copies of your personnel record, the District may charge you the costs of copying your record.

The Board Personnel Records Policy (8320) can be accessed at:
www.monroeschools.com/district/

B. YOUR INFORMATION

It is each employee’s responsibility to report changes in marital status, dependents, legal name, residences and mailing addresses, phone numbers, direct deposit information, beneficiary information, emergency contacts, and any information that may affect his/her tax withholdings or benefits. This information is necessary as it may affect your compensation, dependents’ eligibility for medical insurance, and other important matters. To update any of this information, please notify the Director of Business Services or his/her designee.
A. DEDUCTIONS FROM PAYCHECK

Deductions will be made from your paycheck as required by law, including federal and state withholding taxes and any garnishments or other deductions. Your deductions will be itemized on your check history. If you have any questions about the amounts shown on your paycheck or how they were calculated, please contact the Director of Business Services.

B. DIRECT DEPOSIT PAYMENT METHOD

Direct deposit is required for payroll for all District employees. Employees may select a financial institution of their choice for direct deposit. To change a direct deposit authorization, employees must complete a new Direct Deposit Form, available from the Director of Business Services. Each employee can access his/her personal payroll and paycheck information through the Employee Access tab within the District’s Skyward Software.

Information on the Board’s policy on direct deposit can be found in the Payroll Authorization Policy (6510) at: http://www.monroeschools.com/district/

C. ERROR IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, please contact your supervisor immediately. The District will review your concern and take steps to ensure that all necessary corrections, if any, are made by the next pay period.

D. EXPENSE REIMBURSEMENT

An employee who incurs pre-approved expenses (such as enrollment fees, lodging, meals and mileage) in carrying out his/her assigned duties will be reimbursed by the District upon submission of properly completed documentation, along with supporting receipts. Failure to obtain pre-approval for expenses may result in expenses not being reimbursed and/or discipline.

If you are required to use your automobile for school business, you will receive the current allowable rate promulgated by the Internal Revenue Service. Further details regarding the current IRS rate can be found at: http://www.irs.gov.
Travel vouchers should be completed and submitted to the District Office by the 15th of each month.

Any questions regarding the District’s Expense Reimbursement Policy should be directed to the Director of Business Services. Further guidance can also be obtained from the Board’s Job-Related Expenses Policy (3440 & 4440) at http://www.monroeschools.com/district/

E. FAIR LABOR STANDARDS ACT

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act.

F. NO IMPERMISSIBLE DEDUCTIONS

The District will not make deductions from the pay of exempt, salaried employees because of variations in the quality or quantity of their work, nor will the District make any other impermissible deductions from their pay under the federal or state wage and hour laws. If you believe that you have been subjected to an impermissible pay deduction, you must promptly report the pay deduction to the Director of Business Services. The District will promptly investigate your concern about the pay deduction. If the District determines that an impermissible deduction has been made from an exempt, salaried employees pay, the District will reimburse that employee, in full, for the improper deduction, and the District will take all actions it deems necessary to ensure compliance with the salary basis test in the future.

Further guidance regarding the District’s Payroll Deductions Policy (6520) can be found at http://www.monroeschools.com/district/

G. PAYROLL SCHEDULES

All payrolls are typically paid on the 15th and the 30th of each month. When payroll dates fall on a holiday, the payroll date will occur on the business day immediately before the normal payroll date.
H. WAGES

For employees covered by a collective bargaining agreement, the District will pay each employee his/her wages as required by the applicable collective bargaining agreements and controlling statutory requirements. Employees not covered by a collective bargaining agreement will receive compensation in an amount determined by the District, with consideration to the employee’s experience, performance level, job duties, and level of responsibility within the District.
A. FAMILY DEATH & SERIOUS ILLNESS

In the event of a death in the employee’s immediate family, the District will annually grant up to three (3) non-accumulative equivalent days up to eight (8) hours per day, of leave with pay in case of death or serious illness of an immediate family member (“serious illness” is defined as an illness requiring hospitalization or documented need for one-on-one personal care outside a hospital setting).

In this policy, “immediate family” includes an employee’s spouse, child, stepchild, grandchild, foster child, parent, grandparent, brother, sister, domestic partner or other individual as granted at the District’s discretion. The “immediate family” definition includes “in-laws” (e.g., parent-in-law, brother-in-law, etc.).

The District understands that its “immediate family” definition noted above might 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 or the Business Administrator to discuss any requests.

B. FAMILY & MEDICAL LEAVE

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to professional 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. All full-time instructional staff members are deemed to meet the 1,250-hour requirement.

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 himself/herself due to a physical or mental disability or, for leave under State law only, unable to care for himself/herself 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 his/her 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 his/her 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, s/he is entitled to a total of twelve (12) work weeks of leave in a twelve (12) month period forward from the date of the commencement of employee's requested leave 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.

Spouses who are both employed by the District may take a combined total of twelve (12) weeks of leave for the birth or placement of a child for adoption or foster care.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he 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 his/her 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 of his/her 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 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.

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 his/her 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 his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District’s.

If a staff member must take more leave than originally anticipated, s/he 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 his/her own serious health condition or the serious health condition of his/her 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 his/her rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he notifies his/her 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 him/her 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 his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District’s operations.
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 s/he 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 may 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 s/he have 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 his/her portion of health insurance premiums regardless of whether his/her 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 s/he 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 s/he had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, s/he is not entitled to be reinstated.

A staff member who exceeds his/her 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 his/her supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided s/he has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of his/her ability to return to work.

**Fitness for Duty Certification**

If leave is due to the staff member’s serious health condition, s/he must present certification to return to work to his/her 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, s/he may b 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 his/her 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 provide a copy of the policy upon the request of a staff member.

The Board’s "FMLA Policy (1630.01, 3430.01, 4430.01) can be accessed at: http://www.monroeschools.com/district/
C. JURY DUTY

Employees summoned for jury duty will be granted leave in accordance with applicable law. Employees must provide his/her supervisor with a copy of the jury summons as soon as it is received.

Any employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. To receive this benefit, the employee must provide proof of service from the judicial body and sign fees received from the judicial body over to the District. The employee will continue to receive his/her regular pay for the period of time on jury duty. If the jury duty is canceled for any reason, the employee is to report to work as scheduled.

D. OTHER LEAVES

The District will grant employees all other leaves as required by federal, state, or local law. Employees should also review the appropriate section of this Handbook for further information regarding to leave provisions available to the District’s various employee groups.

E. RELIGIOUS OBSERVANCE

Employee requests for time off due to religious observance days will be accommodated whenever possible. Employees who wish to be paid for such time away will be required to use vacation time or personal leave, if available.

F. VOLUNTEER FIRE FIGHTER, EMERGENCY MEDICAL TECHNICIAN, FIRST RESPONDER, OR AMBULANCE DRIVER

A staff member who is a volunteer firefighter, emergency medical technician, first responder or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;

2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire
company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and

3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

G. ORGAN DONOR LEAVE

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy.

H. UNIFORMED SERVICES LEAVE

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Handbook.

The “uniformed services” consist of the following [20 C.F.R. § 1002.5(o)]:

- Army, Navy, Marine Corps, Air Force and Coast Guard
- Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- Army National Guard and Air National Guard
• Commissioned Corps of the Public Health Service
• Any other category of persons designated by the President in time of war or emergency

Seniority/Length of Service During Uniformed Service Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee’s absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of “service in the uniformed services.” “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

• Active duty and active duty for training
• Initial active duty for training
• Inactive duty training
• Full-time National Guard duty
• Absence from work for an examination to determine a person’s fitness for any of the above types of duty
• Funeral honors duty performed by National Guard or Reserve members
• Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-1(d).

Request for Uniformed Service Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist’s military orders. The request shall be submitted to the Business Manager.
I. UNPAID LEAVE OF ABSENCE

The District may, in its sole discretion, grant employees an unpaid leave of absence. Any such leave, however, will normally be limited to a maximum of one (1) year in duration. The District reserves the right to deny a leave request and fill any position to meet its needs during any such leave and cannot guarantee that your employment will be reserved or available upon expiration of such unpaid leave.
PART VII. INSURANCE BENEFITS APPLICABLE TO ALL EMPLOYEES

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The District provides several valuable insurance benefits. A general description of each of these benefits is set forth below. Complete details of the benefits are set forth in the actual plan documents. These benefits are subject to change from time to time at the sole discretion of the District, with or without notice. In the event of a conflict between the description of the benefits in this Handbook and the actual plan documents, the plan documents shall prevail. At present, the District provides full-time employees the benefits enumerated in this Part.

As noted in Part IV, it is each employee’s responsibility to notify the Director of Business Services in writing of any changes for fringe benefit (health, dental, life, WRS, etc.) coverage. Failure to provide a 30-day notice of coverage changes may result in the need to provide evidence of insurability.

A. CASH IN LIEU OF INSURANCE [APPLIES TO SUPPORT STAFF ONLY]

The District offers employees the opportunity to opt out of coverage under the District’s health insurance plan. Employees who opt out of the health insurance plan may be eligible for cash in lieu of coverage. Support staff employees who are currently participating/receiving health insurance coverage under the District’s health plan (e.g., spouse has elected family and insurance coverage) are not eligible to receive this “cash in lieu of” coverage.

The “cash in lieu of insurance” program was closed to new participants as of June 30, 2018. Further details regarding this benefit are available from the Director of Business Services.

B. DENTAL INSURANCE

The District also currently offers dental insurance coverage for employees who work at least thirty (30) hours or more per week. Employees working between thirty (30) and thirty-five (35) hours per week will have an opportunity to participate, but will be required to contribute a pro-rated share towards the monthly premium cost. Such employee pro-ration shall be based upon forty (40) hours per week.

Employees who worked less than thirty (30) hours per week, are on staff and a dental insurance plan participant as of June 30, 2012, will be allowed to continue to participate in the dental insurance program on a pro-rated basis.
The Board will select its dental insurance carrier, plan composition, program and coverage. The Board will also determine the District and employee premium contributions on a yearly basis.

Further details regarding payments for dental insurance coverage are available from the Director of Business Services.

C. FLEXIBLE REIMBURSEMENT PLAN

The District will provide a flexible reimbursement plan under the Internal Revenue Service Code Section 125. The provision of this plan is contingent upon the continuance of this benefit under Internal Revenue Service Code Section 125 and may be used for eligible expenses as allowed under the Section 125 provisions.

D. FREE ADMISIONS

All District employees and their spouse are allowed free admission to District-sponsored music concerts and athletic events. The free admission does not include plays, musicals or other District-sponsored performances where royalty fees apply.

E. HEALTH INSURANCE

The District currently offers health insurance coverage for its employees who work at least thirty (30) hours or more per week. Employees working between thirty (3) and thirty-five (35) hours per week will have an opportunity to participate, but will be required to contribute a pro-rated share towards the monthly premium cost. Such employee pro-ration shall be based upon forty (40) hours per week.

Employees who worked less than thirty (30) hours per week, are on staff and a health insurance participant as of June 30, 2012, will be allowed to continue to participate in the health insurance program on a pro-rated basis.

The Board will select its health insurance carrier(s), plan composition, program and coverage. The Board will also determine the District and employee premium contributions on a yearly basis.

Further details regarding payments for health insurance coverage is available from the Director of Business Services.
F. INSURANCE CONTINUATION/COBRA

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under a District’s group health care plan are eligible for continuation of health care coverage under the group plan upon the employee’s termination (except for gross misconduct) or reduction in hours. Please see the Director of Business Services for more information and the paperwork.

G. LIFE INSURANCE

The life insurance coverage is provided by the District for all staff who meet the eligibility requirements as defined by the Wisconsin Department of Employee Trust Funds. The District’s benefit coverage provides life insurance equal to one (1) times an employee’s annual salary (defined by the Wisconsin Department of Employee Trust Funds as being the individual’s WRS earnings from the previous year). Additional life insurance coverage is available through the Wisconsin Department of Employee Trust Funds at the employee’s expense. The administration and value of the benefit is as set forth by the Wisconsin Department of Employee Trust Funds (e.g., at age 70, the benefit is reduced).

The Board will select its life insurance carrier(s), plan composition, program and coverage. The Board will also determine the District and employee premium contributions on a yearly basis.

Further details regarding payments for life insurance coverage is available from the Director of Business Services.

H. LONG-TERM DISABILITY

The District currently provides long-term disability insurance to eligible employees. The insurance carrier(s), plan composition, program and coverage will be determined by the Board. Further details regarding this benefit are available from the Director of Business Services.

I. SHORT-TERM DISABILITY

The District currently allows eligible employees to participate in a District-sponsored short-term disability program. The insurance carrier(s), plan composition, program and coverage will be determined by the Board. Eligible employees must elect, and are responsible for, the full cost of the short-term disability coverage. Further details regarding this benefit are available from the Director of Business Services.
J. VISION INSURANCE

The District currently allows eligible employees to participate in a District-sponsored vision insurance. The insurance carrier(s), plan composition, program and coverage will be determined by the Board. Eligible employees must elect, and are responsible for, the full cost of the vision coverage. Further details regarding this benefit are available from the Director of Business Services.

K. TAX SHELTERED ANNUITIES

The District currently allows eligible employees to participate in District-sponsored tax sheltered annuities through payroll deductions. The tax sheltered annuity available for employees must be part of the District's 403(b) Plan in order to be eligible for payroll deduction. Employees may elect annuity changes only six (6) times per year – September 30, November 30, January 30, March 30, May 30 and July 30 (year-round staff only). Change forms must be obtained from the payroll office.

L. WISCONSIN RETIREMENT SYSTEM (“WRS”) CONTRIBUTIONS

The Board will pay all employer-required contributions to the Wisconsin Retirement System (“WRS”) for employees who are eligible to participate in the program. Each eligible employee must pay the employee-required WRS contributions as required by state statute. Employee contributions are made on a pre-tax basis.
PART VIII. SAFETY AND USE OF DISTRICT FACILITIES/PROPERTY

SCHOOL DISTRICT OF MONROE
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A. BULLYING/VIOLENCE IN THE WORKPLACE

The District strives to provide a safe, secure and respectful learning environment for everyone in school buildings, on school grounds, in school buses and at school-sponsored activities. Bullying has a harmful social, physical, psychological and academic impact on bullies, victims and bystanders. The District shall consistently and vigorously address bullying so that there is no disruption to the learning environment and learning process.

Bullying behavior is prohibited in all schools, buildings, property and educational environments, including any property or vehicle owned, leased or used by the District. This includes public transportation regularly used by students to go to and from school. Educational environments include, but are not limited to, every activity under school supervision.

Definition of Bullying

“Bullying” is defined as deliberate or intentional behavior using words or actions, intended to cause fear, intimidation or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic or family status. Bullying behavior can be:

1. Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
2. Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
3. Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion and sending insulting messages or pictures by mobile phone or using the Internet – also known as cyber bullying)
4. Cyberbullying (e.g. the use of information and communication technologies such as e-mail, cell phone and pager text messages, instant messaging (IM), defamatory personal web sites, and defamatory online personal polling web sites, to support deliberate, repeated, and hostile behavior by an individual or group, that is intended to harm others.)
Definition of Violence

Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

1. Assault or battery
2. Blatant or intentional disregard for the safety or well-being of others
3. Commission of a violent felony or misdemeanor
4. Dangerous or threatening horseplay or roughhousing
5. Direct threats or physical intimidation
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment
7. Physical restraint, confinement
8. Possession of weapons of any kind on District property (Please see Paragraph E of this Section)
9. Stalking
10. Any other act that a reasonable person would perceive as constituting a threat of violence

Reporting and Investigation Procedure

The Board designates the following individuals to serve as the District’s “Compliance Officers”

Joe Monroe                  Terri Montgomery
Director of Pupil Services  Director of Curriculum & Instruction
608-328-7155                608-328-7847
925 16th Avenue, Suite 3   925 16th Avenue, Suite 3
Monroe, WI 53566            Monroe, WI 53566
joemonroe@monroe.k12.wi.us  terrimontgomery@monroe.k12.wi.us

See the Board’s Employee Anti-Harassment Policy (3362) at:
http://www.monroeschools.com/district/
B. DRUGS & ALCOHOL-FREE WORKPLACE

The Board believes that quality education is not possible in an environment affected by the use of illegal drugs and alcohol as well as the abuse of prescription drugs. It will seek, therefore, to establish and maintain an educational setting which is free from alcohol and other drug abuse.

The Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance or alcohol, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event. Professional staff members who use or possess a prescription drug that has been lawfully prescribed to the staff member, and taken in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed medications at home and not bring them to the workplace. Where that cannot be accomplished, any staff member in possession of prescribed medications while at the workplace is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken only in private, out of the view of students. Nothing in this policy shall prohibit the District Administrator from evaluating a staff member's fitness for duty pursuant to Policy 3161 - Unrequested Leaves of Absence/Fitness for Duty.

Any staff member who violates this policy shall be subject to disciplinary action in accordance with

1. District guidelines and/or

2. the Employee Handbook.

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

Use of Resources for Treatment

The District makes available resources to assist staff members in overcoming alcohol, illegal drug use, or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for alcohol, illegal drug use, or controlled substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

See the Board’s Drug-Free Workplace Policy (3122.01) at:
http://www.monroeschools.com/district/
C. ELECTRONIC COMMUNICATIONS POLICY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff’s work. The District’s computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District’s educational mission. This policy and its related administrative guidelines and any applicable employment contracts govern the staffs’ use of the District’s computers, laptops, tablets, personal communication devices (as defined by Policy 7540.02).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Pursuant to Federal law, the Board has implemented technology protection measures, that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children’s Internet Protection Act. At the discretion of the Board or District Administrator, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the District's technology resources if such disabling will cease to protect against access to materials that are prohibited under the Children’s Internet Protection Act. Any staff member who attempts to
disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents, and other staff members.

Staff members may only use District technology resources to access or use social media if it is done for educational or business-related purposes.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District technology and information resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the District Administrator and the Director of Curriculum and Instruction as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of District technology and information resources.

Social Media Use

An employee’s personal or private use of social media may have unintended consequences. While the Board respects its employees’ First Amendment Rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members’ online conduct that occurs off school property including from the employee’s private computer. Postings to social media should be done in a manner sensitive to the staff member’s professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.
Further guidelines are available in the Board’s Staff Technology Acceptable Use and Safety Policy (7540.04) at:  http://www.monroeschools.com/

D. MEDICAL EXAMINATION

Upon initial employment, an employee must take a physical examination, including a chest x-ray or tuberculin test, except that an employee may submit proof of such examination, chest x-ray or tuberculin test taken within the last ninety (90) days. Additional physical examinations may be required thereafter at intervals determined by the school board. All physicals will be taken at the clinic or hospital designated by the Board. The cost of any physical examination required by the Board under this section shall be paid by the District.

See the Board’s Physical Examination Policy (1460, 3160, 4160) at:  
http://www.monroeschools.com/district/

E. TOBACCO USE

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and non-users, particularly in connection with second hand smoke, are well-established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students. The Board also recognizes, however, the right of individuals under State law to use lawful products, including tobacco, during non-working hours off District premises.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance. Accordingly, the Board prohibits the use of tobacco in any form on District premises, in District vehicles within any indoor facility owned or leased or contracted for by the District, and used to provide education or library services to children and at all District-sponsored events.

See the Board’s Policy Use of Tobacco (3215 & 4215) for more details at:  
http://www.monroeschools.com/district/

F. WEAPONS PROHIBITION

Firearms and dangerous weapons are prohibited on school premises, in school-owned or contracted vehicles, before, during or after school or any school-sponsored activity. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are
serving in their official capacities, are the only persons excepted from this prohibition. See the Board’s Weapons Policy (3217 & 4217) at: http://www.monroeschools.com/district/

G. WORKPLACE SAFETY

All employees shall be aware of and adhere to District emergency safety plans and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

- Location of fire alarms;
- Location of fire extinguishers;
- Evacuation routes;
- Location of Automatic Defibrillators (AEDs); and
- Whom to notify in case of fire

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

Protection of Staff

An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the Business Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff informed of action taken.

“Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

“Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

Disaster Preparedness

All employees must become familiar with the District’s Emergency Safety Plan and its accompanying procedures, as well as applicable building procedures, so as to be prepared to deal with emergencies such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
Workplace Safety Definition for Grievance Procedure

The District has established a grievance procedure for an employee to utilize for grievances concerning workplace safety or conditions. The procedure is presented later in this handbook and can also be accessed through the Board policies. (See Board Grievance Procedure Policy 3340 & 4340 at http://www.monroeschools.com/district/) For purposes of that procedure, the following guidelines apply:

1. The Workplace Safety Grievance Policy and Procedure applies to all employees.

2. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

3. The individual(s) filing the grievance must propose a specific remedy.

4. The issue and proposed remedy must be under the reasonable control of the District.

5. The form(s) included in Appendix A and Appendix B of this Employee Handbook must be utilized to initiate the grievance and/or appeal to the next level.

H. DISTRICT WORKSPACES AND PERSONAL PROPERTY

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property. The District may, at any time, conduct a search of its property, regardless of whether the searched areas are locked or unlocked.

The District does not assume any responsibility for loss, theft or damages to an employee’s personal property. The District is not liable for vandalism, theft or damage to employee cars parked on school property.

I. USE OF DISTRICT FACILITIES

Employees who are represented by a bargaining representative, and such representative may use District facilities with approval of the building principal subject to the following guidelines and limitations:

- Use of school buildings for meetings are to be scheduled outside of the instructional day and must not interfere with other operations of the District.

- Use of school facilities and equipment that employees are cleared by the District to operate, including designated typewriters, fax machines, computers, and other technology and duplicating equipment when such equipment is not otherwise in use. The union must pay for any supplies used.
- Identification of an employee-designated bulletin board in each school building (including District Administrative offices). The bulletin boards are to be available solely for the purpose of posting notices of activities and matters of union concern. Copies of all such materials to be posted will be given to the building principal in advance.

- Use of District interschool mail system or employee boxes for distribution of information, subject to U.S. Postal regulations, and the District’s technology policy. Copies of all such material must be given to the building principal.
A. DISCIPLINARY PROCEDURES

The Board retains the right and the responsibility to manage the work force. 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 or designee may issue discipline, except termination, when she/he deems appropriate, however, student performance on examinations may not form the basis for staff discipline.

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform the employee 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. Employees must also be informed that refusal to answer questions may be considered in determining discipline.

Staff may be disciplined for violations of Board policy or for other failure to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action.

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:

A. a written warning for the first offense - record placed in the employee file
B. a written warning for the second offense - record placed in the employee file
C. suspension, the length of which is determined (not to exceed thirty (30) days) by the administration to effect the corrective goal of discipline, and
D. termination, pursuant to Policy 3140
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 member’s immediate termination of employment, consistent with Policy 3140.

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

The District has established a grievance procedure for an employee to utilize for grievances concerning discipline, workplace safety, or termination. These processes are outlined in the Grievance Procedure Policy (3340 & 4340) at http://www.monroeschools.com/district/. See the Board’s Staff Discipline Policy (3139) for more details at: http://www.monroeschools.com/district/.

B. EMPLOYEE IMPROVEMENT

Employees may need assistance in identifying issues that need to be addressed in order to improve work performance and meeting District expectations. To do so, the District may create an individual performance improvement plan to formalize those identified issues. Improvement plans are never the first course of action in remediating an issue. A sample Performance Improvement Plan (PIP) is attached as Appendix C.

C. GRIEVANCE PROCEDURE

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 any 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 subject matter shall be covered in any one grievance. A written grievance shall contain:

A. the name and position of the grievant;
B. a clear and concise statement of the grievant;
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) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

A. Principal/Supervisor:

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within ten (10) working days, inform the employee in writing of his/her decision.

B. District Administrator:

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within ten (10) working days of the date the Principal's/Supervisor's written decisions is issued, present his/her 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 ten (10) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board that directly affects the grievant. [NOTE: An example of this action is the termination of an employee.]

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 ten (10) working 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 of Education 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 determined that 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 of the selected officers. 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 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 costs incurred by the impartial hearing officer shall be paid by the District.

D. Board of Education:

In the event that either party is dissatisfied with the hearing officer's decision, that party
may within ten (10) working days, present the grievance in writing to the Board, who
shall consider the matter within thirty (30) working 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 majority vote, 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 administration and employees are encouraged to do so. Matters not subject to the grievance
procedure that are raised by employees shall be considered by 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: 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, or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under Policy 3131.

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 Wis. Stats. 118.22 or 118.24 shall be considered disciplinary if for misconduct or performance reasons.

See Board Grievance Procedure Policy (3340 or 4340) at: http://www.monroeschools.com/district/

D. REQUIRED TRAINING

The District will pay for any pre-approved training expenses incurred by an employee to attend training required by the District necessary for the employee’s job.

The suitability, acceptability, and scheduling of training shall be determined by the appropriate building or district-level administrator, in his/her sole discretion. All requests to attend any training sessions must be approved by the appropriate building or district-level administrator prior to attendance. The District will not pay for expenses incurred for attending non-approved training sessions.

E. STANDARDS OF CONDUCT

The District has developed the following guidelines for the protection of its employees, property, and business interests, but no such list can ever be complete or intended to encompass every possible scenario. The District has always maintained the highest standards of service. As a result, the District expects that all employees will exercise good judgment and common sense in their day-to-day conduct.

The following is a non-exhaustive list of conduct that will warrant disciplinary action, up to and including termination. The severity of the discipline shall be determined by the District, in its sole discretion and in accordance with its Disciplinary Procedures (summarized below).
1. Insubordination, including the physical or verbal refusal of a direct order, lack of cooperation, or failure to follow instructions or perform work requested by a supervisor.

2. Improper treatment of a fellow employee, manager, customer, or non-employee, including the use of abusive or offensive language (e.g., talking back or “badmouthing”).

3. Poor job performance, as determined by the District’s acceptable standards.

4. Carelessness, willfully defacing, or destroying District property or endangering human safety.

5. Disclosure or removal of District records or property without proper approval.

6. Falsifying records or other acts of dishonesty.

7. Fighting, physically threatening others, or starting a disturbance on District property.

8. Violating safety rules or policies.

9. Violation of any other District policy.

The above guidelines are not intended to be all-inclusive, and the District reserves the right to take disciplinary action for improper conduct not specifically listed here.

Questions regarding these rules or procedures should be directed to the Business Administrator.

F. WORK ATTIRE AND PERSONAL APPEARANCE

It is the District’s expectation that employees present a well-groomed, professional appearance and to practice good personal hygiene. Clothing and/or appearance that a supervisor considers disruptive, inappropriate or which otherwise adversely affects the educational atmosphere is not permitted.

Appropriate safety gear shall be worn at all times as deemed necessary. Any designated employees (e.g., custodial, cleaning, maintenance, transportation, food service, etc.) shall not wear open-toed or slip-on shoes during regular work hours.

G. WORK STOPPAGE

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate, up to and including discharge.
SECTION 2: APPLICABLE TO HOURLY STAFF, EXCLUDING CONFIDENTIAL
PART I. JOB ASSIGNMENTS
SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. JOB TRANSFERS & PROMOTIONS

When necessary, employees may be temporarily and/or permanently transferred to different jobs or promoted to permit temporary and permanent job transfers and promotions based on operational needs and based on the employee’s relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

Employees formally assigned a temporary assignment, herein defined as being greater than one week but less than the length of a semester, will normally receive their regular rate of pay or the temporary position’s rate of pay, whichever is higher, for the time spent in the temporary assignment.

B. JOB VACANCIES & POSTING

When the District determines that a vacancy or new position may be filled, the Employer shall post a notice of such vacancy or new position internally and externally (if deemed necessary). The posting may include the date the position is to be filled, title of position, requirements, rate of pay and benefits. The Employer retains the right to determine whether and when to recruit outside applicants. The Employer retains discretion in selection of the successful candidate, based upon qualifications.

C. ELIMINATION OR REDUCTION OF POSITIONS

The Board shall have the sole right to determine which position(s) shall be eliminated or reduced, in whole or in part, and which employees are, in the Employer’s discretion, the best candidate to perform the remaining available work, regardless of his/her prior position or previous length of employment in the District.

The needs of the Employer shall be the prime consideration used in the Employer’s determination of which positions shall be eliminated or reduced and which employees will perform the remaining available work. In making its final decisions regarding elimination or reduction of positions, the Employer may adhere to the following guidelines at its sole discretion:
Notice of Elimination or Reduction of Positions. – In the event that the Board anticipates a need for elimination or reduction of positions, employee(s) so affected will be provided adequate written notification with every effort to provide initial notice(s) of consideration at least thirty (30) calendar days in advance of the effective day of the elimination or reduction of positions.

Selection for Elimination or Reduction of Positions – The selection of positions for elimination or reduction, as well as the employees who will be terminated as a result of the elimination or reduction may be made according to the following guidelines at the sole discretion of the Employer:

- Step 1 – Normal attrition resulting from employees retiring or resigning will be relied upon to the extent possible.
- Step 2 - Employees who have been on a Performance Improvement Plan for more than six (6) months (if a year-round employee) or more than one (1) semester (if a school-year employee) in accordance with Section 1, Part IX will be considered next.
- Step 3 – If Steps 1 and 2 are insufficient to accomplish the desired reduction in staff, volunteers will be considered next. Requests for volunteers will be sent to all employees in the area in which the elimination or reduction of positions will occur.
- Step 4 – If Steps 1, 2, and 3 are insufficient to accomplish the desired reduction in staff, positions may be eliminated or reduced by the District according to the following guidelines and in this order:
  - Probationary, seasonal, and temporary employees.
  - Regular employees at the District’s discretion.

D. PERFORMANCE REVIEWS

Evaluation of staff is a continual and on-going practice. Employee work performance will be formally reviewed at least once every three (3) years. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with his/her immediate supervisor. Employee work performance will be reviewed informally on an annual basis. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with his/her immediate supervisor or Business Administrator. See Section 1, Part IX for details regarding performance reviews and the District’s Performance Improvement Plan (PIP) process.
PART II. WAGES AND PAY PRACTICES

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. CALL BACK PAY

Regular employees called back to conduct work outside their regular work day shall be paid at a minimum of one (1) hour, or for actual time worked over one (1) hour, and paid at time and one-half their regular hourly rate. The employee may be requested to work the full one (1) hour period.

B. CERTIFICATION

If certification is required for employment, the employee is expected to establish and maintain the appropriate certification. The District will reimburse the employee for the expense of obtaining and renewing the appropriate certificate.

C. COMPENSATORY TIME

Compensatory time off is defined as time off with pay in lieu of overtime pay for irregular or occasional overtime work. Additional (overtime) hours will generally be paid out as overtime compensation unless the District and the employee agree that the work will be treated as compensatory time in advance of the employee working and/or being paid for the additional hours.

Conditions for earning compensatory time will be governed by the terms listed in Paragraph E below regarding accrual of overtime and as further noted below:

- The use of compensatory time in lieu of overtime requires preapproval from the District as stated in Paragraph E. The employee retains the right to refuse compensatory time off in lieu of overtime opportunities consistent with Paragraph E without rebuke or repercussions.

- The employee may not accumulate more than 30 hours of compensatory time. All compensatory time is to be used before the end of the District’s fiscal year (June 30th).

- If the time off is not taken by June 30th, any balance will be paid to the employee.
• If an employee with a balance of compensatory time off should terminate or be terminated, then the balance will be paid on the last pay check.

• Employees must provide at least three (3) business days advance notice to the supervisor to request use of compensatory time off.

• Recordkeeping for this program will be controlled by the District, and the employee will have access to their accrued time off record.

• Employees will be expected to note this time on their time record at the time it occurs and again when the compensatory time is taken.

D. HOURS WORKED ON SUNDAYS

Support staff personnel who are required to work on Sunday, other than routine security checks, shall be paid at double their regular hourly rate. This must receive prior approval from the immediate supervisor.

E. OVERTIME

The District complies with all applicable wage and hour laws. As a result, all non-exempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked over forty (40) in a workweek (Sunday through Saturday). Any employee-scheduled paid leave time (vacation and sick leave) will not be counted as time worked when computing overtime.

The District reserves the right to require overtime when necessitated by its operations. The District also reserves the right to make overtime scheduling decisions in its sole discretion, including which employees to schedule and for how long. Generally, however, the District will give priority to employees in the classification in which the overtime work is required. Your supervisor will notify you as soon as possible regarding scheduling needs.

All overtime not required by the District must be approved by your supervisor prior to working more than forty (40) hours in a workweek.

Refusing to work overtime as required by the District or working more than forty (40) hours in a workweek without prior approval from your supervisor may result in discipline, up to and including termination.

For purposes of calculating overtime compensation, the workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.
F. SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

Staff covered by this Section of the Handbook may be advanced on the bargained salary schedule according to their years of experience, subject to the supervisor’s discretion. If denied step movement, the employee may appeal to the Business Administrator. The current salary schedule is available on the staff shared directory at S:\Employee Handbook.

Movement on the salary schedule is discretionary and, if it does occur, will be on July 1. Employees must have worked or received paid leave for one (1) semester to receive credit for that year on the salary schedule.

The Current pay ranges by job title for hourly employees is as follows:

<table>
<thead>
<tr>
<th>Pay Range</th>
<th>Job Title</th>
</tr>
</thead>
</table>
| A         | Cafeteria Worker  
Weekend Security |
| B         | Cook  
Library Assistant  
Outdoor Safety Supervisor  
Special Route Driver |
| C         | A-V Assistant  
Custodian  
Library Assistant Specialist  
Technology Assistant |
| D         | Accounting Secretary  
Building Secretary  
Custodian Coordinator  
Department Secretary  
Educational Assistant  
Preparation Cook/Coordinator  
Maintenance |
| E         | ELL Interpreter |
| F         | Certified Occupational Therapy Assistant (COTA)*  
Certified Physical Therapy Assistant (CPTA)*  
Exceptional Medical Needs Assistant  
Health Assistant  
Hearing Impaired Interpreter Tutor |
| G         | Maintenance Coordinator  
Staff Bookkeeper  
Technology Coordinator |
COTS’s and CPTA’s, hired after June 30, 2006 will be included in the MASS bargaining unit. COTA’s and CPTA’s hired before that date may voluntarily agree to inclusion under this Agreement. Once a voluntary election is made for inclusion under the Agreement, the employee may not opt out of the bargaining unit at a later date.

G. OUTSIDE EXPERIENCE CREDIT

The District has the right to evaluate and give credit for comparable prior experience and other qualifications by placing new employees above the first step of the schedule at its discretion. It is understood that this credit for experience is for salary purposes only.

H. TIMEKEEPING PROCEDURES

Hourly employees will use the District’s designated timekeeping system to record hours worked (crossing guards and district maintenance personnel at locations off school property and weekend security may manually track their time).

Each employee must record his/her own time. Any employee found to have falsified his/her time record or recorded time for another employee may be subject to discipline up to and including discharge.

Employees are expected to check in or check out at their assigned starting time/ending time. When duty specific circumstances prevent an employee from checking in or out at the assigned time, the employee shall suffer no form of reprimand. The employee will provide a reasonable explanation to his/her supervisor for the additional time as soon as is possible but within two (2) work days. The employee’s supervisor has the option to adjust the employee’s regular schedule to address the overage within the work week or approve the time.

The employee’s recorded time must be approved by his/her immediate supervisor before it is submitted to the Director of Business Services’ office.

Pay will be based on actual hours worked as recorded in the timekeeping system and approved by the employee’s immediate supervisor and submitted to bookkeeping.

The Board may adopt, and from time to time modify, a time recording procedure.

I. WEEKEND AND HOLIDAY SECURITY CHECKS

Employees hired to conduct weekend and holiday security checks shall be paid at their regular hourly rate for time worked.
PART III. PAID AND UNPAID TIME OFF

SCHOOL DISTRICT OF MONROE EMPLOYEE HANDBOOK

A. ABSENCE REPORTING

On days when an employee is absent, the reason for the absence and number of hours eligible for pay must be requested using the current procedures for leave requests (i.e., sick day, vacation day, emergency business leave, family death and illness leave, or off-no pay).

When an employee is absent from duty for such things as a doctor appointment, court appearance, emergency, etc., the following guidelines are to be used and must have the approval of the immediate supervisor:

- The employee will make up time during the same work week in which it is missed through an arrangement with his/her immediate supervisor;
- Time absent will be deducted from accumulated sick leave;
- Time absent will be deducted from accumulated vacation; or
- Time absent will not be paid.

Sick leave and vacation records are kept by actual time missed.

B. SICK LEAVE

Each employee shall be granted one (1) sick leave equivalent day for each month of contracted service. An equivalent day for leave purposes is considered to be the normal daily working hours for such employee. School-year employees will earn nine (9) equivalent days per year, employees working thirty-eight (38) weeks will earn nine and one-half (9.5) equivalent days and full-year employees will earn twelve (12) equivalent days per year. Weekend security employees will earn six (6) equivalent sick leave days at the rate of one-half (.50) day for each month of employment.

The District may, at its discretion, require a proof of illness statement from a physician for a leave of five (5) consecutive work days or more for illness. An employee absent less than five (5) consecutive work days for an illness, who establishes a recognizable pattern of absence, may also be required to provide a proof of illness statement from a physician.
Employees will be allowed to accumulate unused sick leave hours up to a maximum of 960 hours.

Sick leave should be arranged whenever possible at least three (3) business days in advance with the immediate supervisor for appointments that cannot be made outside of an employee’s regular work schedule. The time off should be submitted on the appropriate district form and forwarded to the Director of Business Services.

Returning employees who have accumulated over 960 hours of sick leave will be reimbursed in September at the rate of $5.00 for each hour lost through over-accumulation.

If an employee were to leave the school system prior to the completion of his/her contract term and had used all sick leave, a sum equal to the sick leave hours not earned will be deducted from the final pay check. Upon termination of employment, the employee will forfeit all accumulated sick leave except as specified in Section 2, Park III, D., Retirement.

C. SICK LEAVE BANK

Each bargaining unit employee may voluntarily contribute one (1) equivalent day per year of sick leave to the sick leave bank or bank. The employee shall indicate in writing to the district office no later than May 30th of the school year if the employee wishes to contribute one (1) equivalent day to the leave bank to be credited to the bank effective the following September 1st. If the employee elects to contribute a day, that day shall be deducted from the employee’s accumulated sick leave, effective on September 1st following the contribution. The employee shall not receive any compensation for the contributed day. The bank shall have a maximum of two thousand eight hundred (2,800) hours available at the beginning of any school year. The District office shall notify the MASS President in writing by August 30 of each year of the number of the days deposited in the bank. When the bank has reached its maximum accrual, days offered by employees shall count toward the employees’ respective accumulated sick leave.

An employee shall be entitled to draw equivalent days from the bank under the following conditions:

- Hours are available in the bank.
- Withdrawals made from the bank shall be made only after the employee has exhausted all appropriate accumulated leave.
- No employee shall withdraw more than a total of one hundred (100) equivalent days during the employee’s employment in the District.
- The employee must otherwise qualify for sick leave. In other words, circumstances under which the employee would qualify for use of sick leave if he or she had accrued sick leave must be present.
• The bank is intended to provide for hardship situations. A committee established by MASS shall perform the administration of the bank. This committee shall devise rules for the administration of the sick leave, which ensures fair administration. This committee may allot sick leave from the bank to individual employees, but such employees must seek the same approval of sick leave from the school administration that they might normally seek to use sick leave from their own accrual. This committee will notify the school board whenever an allotment of sick leave is made.

D. SICK LEAVE PAYOUT

An employee who is at least age fifty-seven (57) with fifteen (15) or more years of service from his/her original date of hire with the District is eligible for sick leave payout upon retirement from the District.

An eligible employee will be granted pay out of accumulated sick leave hours based on seventy-five (75%) of the number of accumulated hours, times the wage schedule base rate as shown in Pay Range A, Step 1 in effect in the year of retirement.

With two (2) weeks’ notice, of intent to retire, the total amount will be distributed to the eligible retiree with the payment due on either July 15th or January 15th, whichever date is closest following the effective date of retirement.

E. EXTENDED ILLNESS

Any employee who has exhausted all available paid sick leave and who is unable to work because of illness or injury may be granted, at the Board’s discretion and upon presentation of sufficient medical verification, a leave of absence without pay for the duration of such illness or injury or for six (6) months of unpaid leave, whichever is less. The District may allow one or more six (6) month extension period(s).

An employee wishing to take a leave for extended illness shall give the immediate supervisor and Director of Business Services notice of the leave three (3) business days prior to the beginning of the leave. An employee on an extended illness leave shall give the District notice of intent to return to work as soon as possible. The District may request medical clearance before resumption of the duties.

While the employee is on approved extended illness leave, he/she may continue if deemed eligible by the insurance carrier, with any group insurance plan by paying one hundred (100%) percent of the premium. All benefits accrued at the time the leave commenced will be restored to the support staff employee upon resumption of duties. Benefits shall not accumulate during an extended illness leave.
F. PERSONAL LEAVE

Two (2) unaccounted personal days per year shall be allowed for reasons which need not be disclosed to the Administration. Personal leave will be deducted from sick leave as equivalent days. Notice must be given to the immediate supervisor three (3) business days prior to taking the personal day.

School-year support personnel who do not receive vacation leave will be allowed to accumulate up to five (5) days of Personal Leave, provided they maintain an adequate allotment of sick leave. Staff who have accumulated more than two (2) personal days, who wish to use their additional days, must request these days at least two (2) weeks in advance, whenever possible.

District-wide, there will be a maximum of nine (9) employees granted personal leave for any work day. All requests for personal days will be approved on a first come/first served basis.

G. EMERGENCY BUSINESS LEAVE

Upon approval of the superintendent, employees may be granted up to two (2) days per year non-accumulative leave for serious accident involving the immediate family, catastrophe, fire, legal matters (except for personal infraction of the law), severe weather conditions, car breakdown or other unforeseen emergencies that require absence during school hours. Requests must be made in writing.

Time used will be charged to sick leave.

Approval of emergency leave shall be obtained from the superintendent.

Extended emergency leave may be granted for school-year staff who do not receive vacation benefits by the superintendent if, in the superintendent’s opinion, the emergency is such that the additional time is warranted. The employee on extended emergency leave must reimburse the District for the total cost of the substitute. Any emergency leave will be deducted from sick leave. All requests for extended emergency leave must be in writing.

H. VACATION

Employees working fifty-two (52) weeks per fiscal year shall be eligible for vacation. The fiscal year for all employees is July 1 through June 30. Vacation days are earned in the following manner:
During the first year of employment, vacation shall be earned according to the following schedule:

<table>
<thead>
<tr>
<th>COMPLETION OF FULL WEEKS OF EMPLOYMENT (Sunday through Saturday)</th>
<th>VACATION EQUIVALENT DAYS EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>4</td>
</tr>
<tr>
<td>30</td>
<td>5</td>
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<td>34</td>
<td>6</td>
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<td>38</td>
<td>7</td>
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<td>42</td>
<td>8</td>
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<td>46</td>
<td>9</td>
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<td>50</td>
<td>10</td>
</tr>
</tbody>
</table>

New employees who have completed twenty-six (26) full weeks of employment prior to July 1 will receive four (4) equivalent days of vacation; new employees who complete thirty (30) full weeks of employment prior to July 1 will receive five (5) equivalent days; etc.

New employees who have worked less than twenty-six (26) weeks prior to July 1 will accumulate no vacation for that year.

After one full year of employment, employees have the annual allotment of vacation available from the first of the fiscal year and shall be earned according to the following schedule:

<table>
<thead>
<tr>
<th>COMPLETION OF FULL WEEKS OF EMPLOYMENT (Sunday through Saturday)</th>
<th>VACATION EQUIVALENT DAYS EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>1</td>
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<td>17</td>
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<td>21</td>
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<td>50</td>
<td>10</td>
</tr>
</tbody>
</table>

All vacation days must have prior approval of the employee’s supervising administrator or Business Administrator, and may be taken during the school year. If a request is denied, the employee will be provided with written notice of the reasons for the denial from the supervising administrator or Business Administrator.
Vacation must be used within one (1) year following the conclusion of the year in which it is earned if time and workload allow. In circumstances where an employee has been denied approval of vacation time, a maximum of one week of unused vacation time can be carried over to the next contract year, with the approval of the employee’s immediate supervisor.

Vacation used will be paid at the employee’s normal hourly rate of pay to a maximum of eight (8) hours per day or forty (40) hours per week.

After five (5) years of eligible employment (fifty-two [52] weeks of employment per fiscal year), one additional equivalent day of vacation will be granted each year to accumulate to a maximum of ten (10) additional equivalent days (or a total of twenty (20) equivalent days of vacation each year) upon fifteen (15) years of employment.

Any employee who has worked eight (8) years or more in a school year position who transfers to a fifty-two (52) week position is eligible to accumulate one (1) additional vacation equivalent day per year.

I. HOLIDAYS

Paid holiday benefits are available as follows:

**Full Year (52 Weeks), Full Time or Part Time (10.0 Equivalent Days) Employees:**

| Fourth of July | Labor Day  |
| Thanksgiving Day | Christmas Eve Day |
| Christmas Day | New Year’s Eve Day |
| Good Friday | New Year’s Day |
| Day after Thanksgiving* | Memorial Day |

*Employees assigned to the Monroe Public Library will receive a floating holiday if a holiday falls on a Sunday. The floating holiday must be used within two (2) months of the scheduled holiday. The employee will notify her/his immediate supervisor of the day to be used as the floating holiday at least seven (7) days in advance of the floating holiday.

**School Year & Extended Contract, But Less Than Full Fiscal Year At 1.380 ASWH or More (6.5 Equivalent Days):**

| Labor Day | Thanksgiving Day |
| Christmas Eve Day | Christmas Day |
| New Year’s Day | Memorial Day |
| Good Friday PM |

**School Year & Extended Contract, But Less Than Full Fiscal Year at Less Than 1,380 ASWH (5.0 Equivalent Days):**
Weekend Security Employees:

Labor Day
Christmas Day
New Year’s Day

Holidays are paid as though the employee is actually working his/her normal hours per day for those employees that work consistent hours on every day of the work week. For those individuals whose schedule varies by day and/or who do not work every day of the week, holiday pay is prorated based upon their weekly FTE percentage. Holiday hours may contribute to the excess of 40 hours per week and overtime rates may be paid.

If an employee is on sick leave, he/she is eligible for holiday pay. If all earned sick leave is used previous to the holiday and the employee is not back to work, the employee is not eligible for holiday pay.

If any of the holidays listed above fall on a weekend, the holiday will be observed as established by the Administration. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If any of the holidays listed above fall on a student contact day, the employee shall work his/her regular hours that day, and shall, instead receive a holiday on a day designated by the District.

J. TIME OFF WITHOUT PAY

The parties agree that all employees are important to the operation of the District. Days off without pay are not an entitlement and may be granted at the Administration’s discretion.
A. EXCEPTIONS TO REGULAR SCHEDULES

Employees who wish to work additional hours must notify his/her immediate supervisor and substitute coordinator.

B. FAIR LABOR STANDARDS ACT

As noted in Section 1, certain types of workers are exempt from the minimum wage and overtime pay provisions. The staff included within this Section of the Handbook (e.g., hourly) are not exempt from the Fair Labor Standards Act requirement. Accordingly, the District will pay for all hours worked over forty (40) and as further required by the Fair Labor Standards Act.

C. INDIVIDUAL’S WORK HOURS

Because of different schedule requirements, each employee’s starting, lunch break and ending work hours may vary in different assignments and locations. The employee’s immediate supervisor will schedule working hours and lunch breaks.

Employees may request temporary modifications of his/her normal workday. Such requests shall be approved or denied by the immediate supervisor at his or her discretion. Reasons will be given for denial of any request.

D. LUNCH PERIODS AND BREAKS

All employees who work six (6) hours or more per day will be entitled to an unpaid, duty free lunch break of at least thirty (30) consecutive minutes. The immediate supervisor will schedule lunch breaks at reasonable times with due consideration for the needs of the district.

Every employee who works between four (4) and up to six (6) hours per day shall be entitled to one (1) break of fifteen (15) consecutive minutes. Every employee who works six (6) hours per day shall be entitled to two (2) breaks of fifteen (15) consecutive minutes. The immediate supervisor shall schedule breaks at reasonable times.

The immediate supervisor may require employees to reschedule breaks or lunch periods in case of an emergency.
E. MEETING ATTENDANCE

When an employee is asked or required to attend full day out-of-district meetings, his/her time shall be arranged with his/her immediate supervisor prior to attendance, and handled in the following manner:

- The meeting attendance time shall begin upon departure from his/her District building assignment.
- The meeting attendance time shall end upon return to Monroe.
- No time shall be docked for lunch break.
SECTION 3: APPLICABLE TO EXEMPT STAFF
PART I. PROFESSIONAL DEVELOPMENT AND COMPENSATION

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. COMPENSATION

Compensation for staff classified as “Exempt” is determined by the Board on an annual basis with consideration to the employee’s experience, performance level, job duties and level of responsibility within the District.

B. DUES REIMBURSEMENT

The District feels it is important for exempt staff members to be active in their respective area, conference, state and national associations. Upon pre-approval by the District Administrator, the District will reimburse Exempt staff members for 100% of the costs of their memberships in local, state and national professional associations.

C. PROFESSIONAL DEVELOPMENT

The Board desires that the District’s Exempt staff members be current on requirements applicable to their job duties. Thus, the Board will support Exempt staff professional development with payment, at full cost, and with the pre-approval or direction of the District Administrator within the approved budget for the purpose of attendance at applicable training workshops, conferences, CESA and/or DPI meetings and professional associations.
PART II. INSURANCE BENEFITS APPLICABLE TO EXEMPT STAFF

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. RETIREMENT

There are two separate and distinct retirement benefits available as of July 1, 2018.

BENEFIT 1: ONLY AVAILABLE TO ACTIVE EXEMPT STAFF AGE 50 AND ABOVE AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:

The District will provide voluntary early retirement benefits for Exempt staff who retires under the provisions of the WRS, who have attained the age of 57 by July 31st of the respective year, and who have a full-time equivalency of fifteen (15) years of service in the District.

Written notice of an Exempt Staff member’s intent for early retirement must be given to the Board by March 1st or other mutually acceptable date as determined by the District.

Severance Benefit Options

The retiree will be credited with $52,000 (the “Credit”) which will be paid out as follows:

1. The Credit will be applied in successive monthly contributions until exhausted, towards the retiree’s single or family health insurance coverage as follows:

   a) In the District’s group health insurance plan offered to current employees of the District; or

   b) If the retiree is a dependent or received health insurance coverage elsewhere, the retiree may elect that the remaining Credit be paid to:

      (i) another employer for coverage under the employer’s insured plan,

      (ii) an insurance carrier, or

      (iii) an insurance exchange that is providing health insurance coverage to retiree, provided the other employer, insurance carrier, or insurance exchange agrees in writing to exclusively use the remaining Credit for the retiree’s and dependents’ health insurance plan premiums; However, any delay may result in the retiree
2. The retiree may choose to delay the commencement of the Credit’s application towards health insurance benefits for a period of up to two (2) years following the later of:
   
a) the effective date of the exempt staff’s retirement; or
   
b) expiration of any revocation period in the agreement required under the “Individual Agreement” language noted below in this section.

However, such delay may result in the retiree, spouse, and eligible dependent(s) being ineligible to reenter the District’s group health insurance plan.

The delay may be longer than two (2) years if the employee has switched coverage and is covered by a spouse who is an active participant in the District health plan.

3. If any combination of the above options is selected by the retiree, the amount obligated by the District is limited to the total benefit Credit.

4. Upon exhaustion of the Credit, the retiree will be solely responsible for all monthly health insurance plan premiums attributed to the retiree’s (and, if applicable, family member) enrollment in any group or individual health insurance plan.

Coverage of Employee’s Spouse and/or Eligible Dependent(s) Following Exhaustion of the Credit:

If the retiree elects the District’s group health plan under section 12.02(C)(2)(a), following exhaustion of the Credit and subject to the rules of the District’s health insurance plan provider, the retiree and his/her spouse may remain indefinitely in the group health insurance plan at the group rate by timely paying one hundred percent (100%) of the premium. Premiums must be billed directly to and will be the total responsibility of the retiree.

A retiree’s eligible dependent(s) in an eligible family plan may remain in the group health insurance plan subject to the eligibility rules as defined by the group health insurance plan document.

Loss of Benefit

An exempt staff employee who retires in accordance with this Severance Benefit Options section and who resumes working on a regular basis in the State of Wisconsin and becomes eligible for WRS contributions shall forfeit any rights to continue receipt of the Credit not yet applied on the
retiree’s behalf. In addition, the retiree and/or dependents shall not be permitted to continue to participate in the District’s group health insurance plan unless authorized by the District, the District’s group health insurance plan carrier, as well as state and federal laws.

Survivor Benefits

In the event of a retiree’s death before the Credit is exhausted, the Credit not yet applied on the retiree’s behalf, shall continue as a benefit for the retiree’s eligible spouse and/or dependent(s) until the Credit is exhausted.

Individual Agreement

The Board shall require each exempt staff employee applying for early retirement benefits under this section to execute an agreement before receiving those benefits. The agreement will describe the retirement benefits to which the exempt staff employee shall be entitled. The agreement shall include a waiver of age discrimination and other claims consistent with state and federal law.

Compliance

All retirement benefits in this section will be subject to any state and federal laws.

**BENEFIT 2: ONLY AVAILABLE TO ACTIVE EXEMPT STAFF UNDER THE AGE OF 50 AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:**

Eligibility

For a fiscal year (up to a maximum of six (6) fiscal years), the District will make a retirement contribution, up to the District maximum benefit allowed, for an exempt staff employee who:

1. Was 50 or older as of the end of the prior fiscal year;

2. Had a full-time equivalency of at least ten (10) years of service in the District as of the end of the prior fiscal year; and

3. Has maintained his or her eligible exempt staff position with the District as of the September 30th payroll of the fiscal year of the retirement contribution.

**403(b) Tax Sheltered Annuity (TSA) Contribution**

The District will make a contribution to the District’s TSA plan on the employee’s behalf on the September 30th payroll of the fiscal year if the exempt staff employee meets the age and service requirements for this benefit as of the end of the prior fiscal year, provided, the exempt staff employee maintains his or her eligible exempt staff position with the District as of that September 30th payroll. The District will make up to six (6) annual contributions in an amount
up to $8,670 to the District’s TSA plan on behalf of the employee for a total maximum potential contribution of $52,020. The amount of an annual contribution to be made under this section shall be reduced if required by the District’s TSA plan or federal law. If so reduced for an exempt staff employee, the amount of the reduction shall be forfeited and the employee will have no right to such amount.

Once a TSA contribution made in accordance with this section is made on behalf of the exempt staff employee, it is fully vested and belongs to the employee. Should an employee leave employment from the District prior to receiving the full benefit under this section, the contributions already made to the employee will remain the employee’s, but the employee shall not be entitled to any further contributions under this section from the District.

Compliance

All retirement benefits in this section will be subject to any state and federal laws.

NOTE: The District contribution to the District’s TSA plan will count toward the annual 403(b) TSA annual limits applicable to an employee.
A. EMERGENCY BUSINESS LEAVE

Upon approval of the superintendent, employees may be granted up to two (2) days per year non-accumulative leave for serious accident involving the immediate family, catastrophe, fire, legal matters (except for personal infraction of the law), severe weather conditions, car breakdown or other unforeseen emergencies that require absence during school hours. Requests must be made in writing.

Time used will be charged to sick leave.

Approval of emergency leave shall be obtained from the superintendent.

B. HOLIDAYS

Exempt staff members will receive the following nine (9) paid holidays each school year (July 1st through June 30th):

**Full Year (52 Weeks), Full Time or Part Time (10.0 Equivalent Days) Employees:**

<table>
<thead>
<tr>
<th>Fourth of July</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving Day</td>
<td>Christmas Eve Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>New Year’s Eve Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

Holidays are paid as though the employee is actually working his/her normal hours per day.

If any of the holidays listed above fall on a weekend, the holiday will be observed as established by the Administration. If any of the above named holidays falls on a Sunday, the following workday will be observed as the holiday. If any of the holidays listed above fall on a student contact day, the employee must work his/her regular hours that day, and will, instead receive a holiday on a day designated by the District.
C. PERSONAL LEAVE

The District provides two (2) personal days per contract year to Exempt staff members for reasons that need not be disclosed to the District. However, these days do not accumulate from year to year and will be deducted from the Exempt staff member’s sick leave.

D. SICK LEAVE

Full-time Exempt staff members are provided with twelve (12) days of sick leave for a twelve (12) month contract, accumulating from year to year to a maximum of one hundred and twenty (120) days. The sick leave will be available for the Exempt staff member’s own illness, or the illness of a child or spouse. The full amount of sick leave is to be available throughout the year, but will be considered pro-rated if the Exempt staff member resigns before the end of the school year or is employed after the school year begins.

Exempt staff members who accumulate sick leave beyond one hundred and twenty (120) days will be reimbursed $30 for each day of sick leave lost through over-accumulation.

E. SICK LEAVE BANK

Exempt staff may voluntarily contribute up to one (1) day per year of sick leave to the Sick Leave Bank (hereinafter referred to as “the Bank”). This bank is shared by administrative staff, exempt staff, and Monroe Public Library professional staff. Exempt staff shall indicate in writing to the District Office no later than May 30 of a school year if the exempt staff member wishes to contribute one (1) day to the Bank to be credited to the Bank effective September 1. If an exempt staff member elects to contribute a day, that day shall be deducted from the exempt staff member’s accumulated sick leave effective on September 1 following the contribution. The exempt staff member shall not receive any compensation for the contributed day. The Bank shall have a maximum of three hundred and fifty (350) days available at the beginning of any school year.

An exempt staff member shall be entitled to draw from the Sick Leave Bank under the following conditions:

- Days are available in the Bank.
- Withdrawals made from the Bank shall be made only after the exempt staff member has exhausted all appropriate accumulated leave.
- No exempt staff member shall withdraw more than a total of one hundred (100) days during the exempt staff member’s employment in the District.
• An exempt staff member must otherwise qualify for sick leave. In other words, circumstances under which the exempt staff member would qualify for use of sick leave if he or she accrued sick leave must be present.

• The Bank is intended to provide for hardship situations.

F. VACATION

The District provides eligible year-round Exempt staff members with ten (10) vacation days for a twelve (12) month contract year.

After five (5) years of employment, one additional day of vacation will be granted each year to accumulate to a maximum of ten (10) additional days (or a total of twenty (20) days of vacation each year) upon fifteen (15) years of employment. The Exempt staff member may transfer up to one year’s allocation of unused vacation to the subsequent year.
SECTION 4: APPLICABLE TO MONROE PUBLIC LIBRARY PROFESSIONAL STAFF
PART I. PROFESSIONAL DEVELOPMENT AND COMPENSATION

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. COMPENSATION

Compensation for the Public Library Professional staff is determined by the Library Board on an annual basis with recommendations from the Library Director and with consideration to the employee’s experience, performance level, job duties and level of responsibility within the District.

B. CONTINUING EDUCATION

Each of the Public Library Professional staff members are provided ten (10) contact hours, on an annual basis, for continuing education and professional activities. Any staff members who work on a part-time basis will be eligible for continuing education opportunities on a pro-rated basis (e.g., an employee working 30 hours per week will have an opportunity for 7.5 continuing education contact hours each year).
PART II. PAID AND UNPAID TIME OFF

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. EMERGENCY BUSINESS LEAVE

Two (2) non-accumulative equivalent days per year will be allowed for emergency business matters that require the employee’s absence during regular working hours (e.g., accident involving immediate family, catastrophe, fire, court appearance, car breakdown, etc.)

Pre-approval for use of emergency business leave must be obtained from the Library Director.

Any time used under emergency business leave will be deducted from accumulated sick leave.

B. HOLIDAYS

Paid holiday benefits are available as follows:

- Fourth of July
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Memorial Day
- Labor Day
- Christmas Eve Day
- New Year’s Eve Day
- New Year’s Day
- Good Friday

* Monroe Public Library professional staff will receive a floating holiday if a holiday falls on a Sunday. The floating holiday must be used within two (2) months of the scheduled holiday. The employee will notify her/his immediate supervisor of the day to be used as the floating holiday at least seven (7) days in advance of the floating holiday.

C. PERSONAL LEAVE

Two (2) unaccounted personal days per year will be allowed for reasons which need not be disclosed to the Library Director. Personal leave will be deducted from sick leave as equivalent days. Notice must be given to the Library Director three (3) business days prior to taking the personal day.
D. SICK LEAVE

Full-time professional library staff are eligible for one (1) sick leave day for each month of contracted service. An equivalent day for leave purposes is considered to be the normal daily working hours for such employee. Sick leave may accumulate to a maximum of one hundred twenty (120) days.

After completion of the month in which the employee’s sick leave benefits terminate, the District’s paid retirement benefits shall also terminate. Upon returning to work, the District’s paid retirement benefit shall begin with the first pay period following the day the employee returns to work.

Returning employees who have accumulated over 120 days of sick leave will be reimbursed in September at the rate of $30.00 for each eight (8) hour day lost through over-accumulation. Upon termination of employment, the employee will forfeit all accumulated sick leave.

E. SICK LEAVE BANK

Professional library staff may voluntarily contribute up to one (1) day per year of sick leave to the Sick Leave Bank (hereinafter referred to as “the Bank”). This bank is shared by administrative staff, exempt staff, and Monroe Public Library professional staff. Professional library staff shall indicate in writing to the District Office no later than May 30 of a school year if the professional library staff member wishes to contribute one (1) day to the Bank to be credited to the Bank effective September 1. If a professional library staff member elects to contribute a day, that day shall be deducted from the professional library staff member’s accumulated sick leave effective on September 1 following the contribution. The professional library staff member shall not receive any compensation for the contributed day. The Bank shall have a maximum of three hundred and fifty (350) days available at the beginning of any school year.

A professional library staff member shall be entitled to draw from the Sick Leave Bank under the following conditions:

- Days are available in the Bank.
- Withdrawals made from the Bank shall be made only after the professional library staff member has exhausted all appropriate accumulated leave.
- No professional library staff member shall withdraw more than a total of one hundred (100) days during the professional library staff member’s employment in the District.
- A professional library staff member must otherwise qualify for sick leave. In other words, circumstances under which the professional library staff member would qualify for use of sick leave if he or she accrued sick leave must be present.
• The Bank is intended to provide for hardship situations.

F. SICK LEAVE PAYOUT

A professional library staff member who was hired prior to January 1, 2005 and is at least age fifty-seven (57) with fifteen (15) or more years of service from his/her original date of hire with the public library is eligible for sick leave payout upon retirement from the public library. An eligible employee will be granted pay out of accumulated sick leave hours based on seventy-five (75%) of the number of accumulated hours’ times the employee’s hourly rate. Employees hired after January 1, 2005 would have up to a maximum payout of $10,000.

With two (2) weeks’ notice of intent to retire, the total amount will be distributed to the eligible retiree with the payment due on either July 15th or January 15th, which ever date is closest following the effective date of retirement.

G. VACATION

Full-time Professional Library staff are eligible for vacation. The fiscal year for all employees is July 1 through June 30. Vacation days are earned in the following manner:

During the first year of employment, vacation shall be earned according to the following schedule:

<table>
<thead>
<tr>
<th>COMPLETION OF FULL WEEKS OF EMPLOYMENT (Sunday through Saturday)</th>
<th>VACATION EQUIVALENT DAYS EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>4</td>
</tr>
<tr>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>34</td>
<td>6</td>
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<td>38</td>
<td>7</td>
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<td>42</td>
<td>8</td>
</tr>
<tr>
<td>46</td>
<td>9</td>
</tr>
<tr>
<td>50</td>
<td>10</td>
</tr>
</tbody>
</table>

New employees who have completed twenty-six (26) full weeks of employment prior to July 1 will receive four (4) equivalent days of vacation; new employees who complete thirty (30) full weeks of employment prior to July 1 will receive five (5) equivalent days; etc.

New employees who have worked less than twenty-six (26) weeks prior to July 1 will accumulate no vacation for that year.

After one full year of employment, employees have the annual allotment of vacation available from the first of the fiscal year and shall be earned according to the following schedule:
<table>
<thead>
<tr>
<th>COMPLETION OF FULL WEEKS OF EMPLOYMENT (Sunday through Saturday)</th>
<th>VACATION EQUIVALENT DAYS EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>2</td>
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<tr>
<td>21</td>
<td>3</td>
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<td>42</td>
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<tr>
<td>46</td>
<td>9</td>
</tr>
<tr>
<td>50</td>
<td>10</td>
</tr>
</tbody>
</table>

All vacation days must have prior approval of the Library Director. If a request is denied, Library Director will provide the employee with written notice of the reasons for the denial.

Vacation must be used within one (1) year following the conclusion of the year in which it is earned if time and workload allow. In circumstances where an employee has been denied approval of vacation time, a maximum of one week of unused vacation time can be carried over to the next contract year, with the approval of the employee’s immediate supervisor.

Vacation used will be paid at the employee’s normal hourly rate of pay to a maximum of eight (8) hours per day or forty (40) hours per week.

After five (5) years of eligible employment (fifty-two [52] weeks of employment per fiscal year), one additional equivalent day of vacation will be granted each year to accumulate to a maximum of ten (10) additional equivalent days (or a total of twenty (20) equivalent days of vacation each year) upon fifteen (15) years of employment.
PART III. HOURS OF WORK

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. ABSENCE REPORTING

On days when an employee is absent, the reason for the absence and number of hours eligible for pay must be requested using the current procedures for leave requests (i.e., sick day, vacation day, emergency business leave, family death and illness leave, or off-no pay).

When an employee is absent from duty for such things as a doctor appointment, court appearance, emergency, etc., the following guidelines are to be used and must have the approval of the immediate supervisor:

- The employee will make up time during the same work week in which it is missed through an arrangement with his/her immediate supervisor;
- Time absent will be deducted from accumulated sick leave;
- Time absent will be deducted from accumulated vacation; or
- Time absent will not be paid.

Sick leave and vacation records are kept by actual time missed.

B. BREAKS

Professional Library staff who works between four (4) and up to six (6) hours per day will be entitled to one (1) break of fifteen (15) consecutive minutes. Professional Library staff who work six (6) or more hours per day shall be entitled to two (2) breaks of fifteen (15) consecutive minutes. The Library Director shall schedule breaks at reasonable times.

The Library Director may require employees to reschedule breaks or lunch periods in case of an emergency.

C. EXCEPTIONS TO REQUIRED WORK SCHEDULES

Because of different schedule requirements, each employee’s starting, lunch break and ending work hours may vary.
Employees may request temporary modifications of his/her normal workday. Such requests may be approved or denied by the Library Director at his or her discretion. Reasons will be given for denial of any request.

D. LUNCH BREAKS

Professional Library staff who work six (6) hours or more per day will be entitled to an unpaid, duty free lunch break, of at least thirty (30) consecutive minutes. The Library Director will schedule lunch breaks at reasonable times with due consideration for the needs of the Library.

E. WORK SCHEDULE

Working hours for the Professional Library staff will be determined by the Library Director.
SECTION 5: NON-ADMINISTRATIVE PROFESSIONAL SCHOOL STAFF
PART I. POSITION ASSIGNMENTS

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. REASSIGNMENT AND TRANSFERS

The District has the right to reassign within a building and transfer teachers among buildings. When reassignments and transfers can be anticipated, the Administration will notify the impacted teacher(s) in writing by May 15. If a reassignment or transfer becomes necessary after May 15, the teacher to be reassigned will be notified in writing within fourteen (14) calendar days subsequent to the decision, along with reasons for such reassignment and transfer.

B. WORKFORCE REDUCTION

The Board will make decisions regarding staffing levels based upon District staffing needs. The Board retains the right to identify positions for workforce reduction and/or reduction in hours of work. The effectuation of workforce reductions will be accomplished through the nonrenewal process codified in Wisconsin Statute § 118.22.

C. VACANCIES

When the District determines that a vacancy or new position may be filled, the Employer shall post a notice of such vacancy or new position internally and externally (if deemed necessary). The posting may include the date the position is to be filled, title of position, requirements, rate of pay and benefits. The Employer retains the right to determine whether and when to recruit outside applicants. The Employer retains discretion in selection of the successful candidate, based upon qualifications.

Emergency Certification

Emergency certification for a teacher shall be a joint recommendation by the building supervisor and the District Administrator when, in their judgment, requesting such certification is in the best interest of the students of the District.
A. SALARY SCHEDULE

The Board will provide payment of base wages as established by the applicable collective bargaining agreement between the Board and any certified bargaining unit.

As required by state law, when there is a certified bargaining unit, any changes in an employee’s base wages cannot exceed the percentage changes in the Consumer Price Index (“CPI”), as determined by the Wisconsin Department of Revenue.

Teaching staff not covered by a collective bargaining agreement will receive compensation in an amount determined by the Board, with consideration to the employee’s experience, performance level, job duties, and level of responsibility with the District.

B. FULL-TIME TEACHERS

Starting Salary

The Board will determine the starting salary of newly hired teachers based on the needs of the District. Wages will be in accordance with the teacher salary schedule. The current salary schedule is available on the staff shared directory at S:\Employee Handbook.

The Board retains discretion to determine a full-time teacher’s ongoing salary schedule placement consistent with his/her earned degrees, credits and experience.

C. PART-TIME TEACHERS

Compensation Calculations

The District retains discretion to determine a part-time teacher’s salary schedule placement consistent with his/her earned degrees, credits and experience

Teachers contracted to teach part of a day, not including substitute teachers, will be paid the fractional amount of a comparable full-time teacher workday as determined by the Board and codified in the teacher’s individual employment contract.
Certification

Part-time teachers are required to meet the same certification standards and other requirements of employment as full-time teachers.

Pay for Additional Time

Part-time teachers shall be required to complete that portion of in-service activities and parent teacher conferences as their percent of contract. The Administration shall be responsible for designating the portion of these activities that will be required. If requested to go beyond their required time, teachers will be compensated at the rate of $23.00 per hour.

Appointment to Full-time Positions

Part-time teachers shall be considered for appointments to full-time vacancies along with all other candidates interested in such positions as they occur.

D. SALARY SCHEDULE PLACEMENT

Full credit for teaching experience in the School District of Monroe will be granted when advancing to the next higher degree.

Returning teachers must complete and submit to the Business Office, by August 20th of the new contract year, college credit verification (grade report, transcript or temporary written notice of completion from the instructor of the course) for coursework taken since the beginning of the previous school year. Courses completed during the prior fall, spring, or summer sessions are eligible for salary schedule advancement. The current salary schedule is available on the staff shared directory at S:\Employee Handbook.

Salary adjustments for credit verification received on or before August 20th will be effective on the first day of the first semester and will be made beginning with the September 15 payroll. All subsequent credit verification will be applied for the subsequent August 20th effective date.

E. CREDIT FOR SALARY SCHEDULE ADVANCEMENT

The term “credit” is a semester credit hour. Conversion from quarter hours to semester credit hours will be computed as follows: quarter hours’ x 2/3 = semester credit hours.

All approved and completed credits, graduate, undergraduate or alternate college credit shall apply to placement on the salary schedule.
F. ALTERNATE COLLEGE CREDIT

Concept

The District and the Association agree alternate college credit may be awarded as a method to keep staff current on methods, procedures, equipment and supplies.

Alternate College Credit Committee Membership

The alternate college credit committee is composed of at least one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher, one (1) building administrator, the curriculum director and the District Administrator.

If the committee membership votes on a particular matter and such vote ends in a tie, the decision of the District Administrator will be final.

Alternate College Credit Committee Functions

- Receive proposals for alternate college credit from teachers
- Review proposals and either approve or disapprove proposals, and give a tentative alternate college credit amount, subject to final report
- Report committee decisions to teachers
- Receive completion reports on alternate college credit proposals
- Make final awards of alternate college credits based on final reports
- Direct the alternate college credit earned and awarded, to be placed in the teacher’s personnel file and applied toward the salary schedule

Eligible Alternate College Credits

Credit will not be approved for a teacher who is released from district duties to participate in an alternate college credit education type activity, or when expenses are provided or reimbursed by the District. Listed below are examples of eligible programs.

- ETN continuing education program programs
- University- and extension-sponsored continuing educational workshops
- Special interest or skill workshops
- Approved travel with follow-up reports
Work experience for teachers in vocational and skill areas

Credit Amounts

- In general, one (1) credit is equivalent to approximately forty-five (45) hours of involvement and at least fifteen (15) hours of this should be in a contact or group activity. This ratio is similar to the awarding of college credit—fifteen (15) hours of class and two (2) hours of class preparation for each class hour.

- The smallest quantity of credit is .25 credit.

- The alternate college credit committee will allow applicants to consolidate small in-service activities into one larger unit which would qualify for credit if applications all fall in the same school year or year. Completion reports for projects must be finished within thirty (30) days following the conclusion of the alternate credit project to be eligible for credit on the salary schedule.

- Work experience credit for vocational teachers must relate directly to their teaching field. The amount of credit is one hundred thirty-five (135) hours of work equals one (1) credit hour (three times that of the 45 hours for other activities).

- A maximum of six (6) credits of alternate college credit(s) may be earned during a five-year period.

Application to the Salary Schedule

Incoming teachers with a BA degree move to the next salary lane until they reach BA + 36/MA +0 as they add approved hours. They remain in the BA +36/MA +0 column until they achieve the MA degree. After the MA degree is awarded, teachers can continue to accumulate hours until the top column of the present schedule is reached.

Evaluation for Alternate College Credit

- Teachers must submit a written request outlining the plan in advance, along with the number of credits or fractional credits requested. The alternate college credit committee will accept applications submitted within twenty (20) school days (four (4) weeks) following the beginning of an alternate college credit activity.

- All requests for alternate college credits will be considered and acted upon on an individual basis.

- Travel is to be handled in the following manner:
The teacher submits a written request, outlining the travel plan in advance, along with the number of credits or fractional credits requested.

Travel is evaluated by length of trip, expected activities and application to the teacher’s teaching duties.

After completion of the trip, a written explanation of what was done and how it would be related to the teaching duties must be submitted to the committee.

Hardship Cases

In cases of hardship or where special circumstances warrant, the above requirements shall be modified by the alternate college credit committee, provided such requests are made in writing.

G. COURSE APPROVAL/NOTIFICATION

Pre-approval

Courses to be applied toward advancement on the salary schedule shall be approved by the superintendent before they are started. These courses may be either graduate or undergraduate level courses. If enrolled in a degree program, one course approval for all classes should be submitted at the start of the program.

The requirement for course approval/notification shall be waived for those teachers who file proof that they are enrolled in a degree program. The administration prefers that course approval/notification forms always be submitted to eliminate problems in moving to the next salary bracket.

H. EXTRA PAY FOR EXTRA WORK

Teachers may be assigned to participate in advising and supervising activities without extra compensation except for such activities as are enumerated on Appendix G, Extra Duty Pay Schedule 2.

Extracurricular Assignment

Extracurricular assignments, including those assignments with extra pay, will be made by the administration in the best interests of the District. See Appendix F, Extra Duty Pay Schedule 1.

In-Class Substitute Pay

Teachers may be assigned in-class substitute duties as assigned by the Administration. Whenever a teacher is required to assume the responsibilities of an absent teacher, he/she shall be paid $18.00 per class period when one hour or less and $25.00 when longer than one hour.
Mentor Pay

Whenever a teacher is assigned to serve as a mentor in the District’s mentor-mentee program, a stipend will be paid; the stipend amount is identified in Appendix G.

I. SUMMER EMPLOYMENT

Extended Contract

Any teacher on the salary schedule whose employment is for a period greater than the regular school year, shall be paid an extended contract value based upon the proportionate value of the teacher’s contracted salary, as approved by the Board, for each additional day of employment.

Summer School  Teachers employed to teach summer school shall be paid up to twenty (20) hours per week according to the following schedule:

<table>
<thead>
<tr>
<th>Pay Per Hour</th>
<th>HS Core Credit Summer Courses And Remedial Core Classes Required For Promotion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrichment</td>
<td>Teacher Recommended Core Area Remediation</td>
</tr>
<tr>
<td>$23.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

- The District’s decision concerning appointments for summer employment will be the final determination. Staff for summer school shall be offered a contract for such employment as early as commitments can be made. Contracts shall be written and shall state salary, teaching assignment, duration and the number of hours taught daily.

J. SUMMER PAYROLL

Teachers who are scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle (the provision of summer payroll). Teachers shall, on an annual basis, make a designation as to receipt of their pay in either twenty-four (24) annualized installments over twelve (12) months from September through August or receiving the July and August payrolls on June 10th or the Friday preceding June 10th should it fall on a weekend.

Summer payroll designations are valid for one school year only. Teachers must renew the designation before July 1 of the new school year or upon hire for new teaching staff.
A. LUNCH DUTY

Lunch shall be provided for those teachers who have assignments in connection with the school hot lunch program in addition to their regular assignments.

All teachers shall be provided with a daily minimum of thirty (30) continuous minutes of duty-free lunch period.

B. WORK DAY

Teachers are professionals whose work is not always limited to specified hours per day. Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

A professional is expected to be present and prepared for work prior to the start of instructional time and be present for all instructional time unless coverage has been arranged in advance. It is understood that on occasion a situation may arise that would require some flexibility with the designated work day of teachers. If and when such occasional flexibility is necessary, communication from the teacher informing his/her direct supervisor and/or office staff is requested.

In order to provide consistency, all teaching staff will decide if they prefer the 7:30 A.M. to 4:00 P.M. or 7:45 A.M. to 4:15 P.M. schedule. A designated schedule will be decided by the teacher and provided to their principal at the start of the year, with a one-half (1/2) hour duty-free lunch period, except on Fridays and days preceding vacations, holidays and unpaid breaks, when teachers may leave after having supervised the departure of pupils, unless assigned to special projects or activities which require extra time.

If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at the rate of $11.50 per half-hour lunch period.
C. ADMINISTRATIVELY CALLED MEETINGS

Staff Meetings

Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the Administration. The Administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings

The notification and duration provisions of Staff Meetings do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

D. SCHOOL YEAR CALENDAR

For teaching staff, the regular school year will generally be 9-1/2 months (185 student/teacher contact days/in-service days, and 3 holidays (Labor Day, Thanksgiving and Memorial Day) or as otherwise set by the Board on an annual basis.

E. INSTRUCTIONAL DAY

High school teachers will have a regular instructional load of teaching four (4) blocks, one (1) duty and one (1) preparation block. Middle school teachers will have a regular instructional load of teaching six (6) regular classes, one (1) supervision period, and one (1) preparation period. Middle school teachers on a block schedule will have a regular instructional load of teaching four (4) blocks, one (1) duty, and one (1) preparation block. Elementary school teachers will have two hundred thirty-five (235) minutes of preparation time each week. Preparation time shall be in blocks of at least 20 consecutive minutes from the beginning of the student day until the end of the student day.

The District may assign a teacher to an overload. If assigned, the teacher will be paid at the overload rate of pay established by the Board (see attached Appendix G).
SECTION 5: APPLICABLE TO NON-ADMINISTRATIVE PROFESSIONAL SCHOOL STAFF
PART IV. UNION REPRESENTATIVES

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

PART IV. UNION REPRESENTATIVES
SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. APPEARANCES BY ASSOCIATION MEMBERS

Negotiations

If negotiation meetings between the Board and the Association are mutually scheduled during a school day, the members of the Association’s negotiating team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

Grievances

When it is necessary for a building representative, member of the grievance committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon permission from his/her principal or immediate supervisor and from the superintendent (said permission shall not be unreasonably withheld), be released without loss of pay as necessary in order to permit participation in the foregoing activities.

Other Appearances

Any teacher, whose appearance as a witness in such investigations, meetings or hearings is necessary, will be accorded the same right as noted above.

Rights Abuse

The Association agrees that these rights will not be abused. Any abuse by either party shall be subject to the grievance procedure.
A. EVALUATIONS

Monitoring

All monitoring or observation of the work performance of a teacher shall be conducted openly by the evaluating supervisor and with full knowledge of the teacher. The District will strive to provide each teacher with a minimum of the following written evaluations per year, based on observations and evaluations if a need exists.

<table>
<thead>
<tr>
<th>Teaching Year</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>One (1) time per year</td>
</tr>
<tr>
<td>Second and beyond</td>
<td>Every third year thereafter</td>
</tr>
</tbody>
</table>

There may be additional evaluations completed, if needed.

Process

These evaluations shall point out areas of competence as well as areas that would benefit by improvement, and recommended suggestions for improvement. Written evaluations shall be submitted to the superintendent in accordance with the schedule noted above to be placed in the teacher’s file. This evaluation will be based upon the summative performance of the teacher in all areas of responsibility, including classroom work and extracurricular activities. A copy will be given to the teacher, the evaluation will be signed by the teacher, and a rebuttal can be attached to the evaluation.

The evaluation process will include continuous walk-through evaluations (e.g., drop-in evaluations), the number and length of which will be at the building administrator’s discretion.

Complaint Reporting

Any complaint to be placed in a teacher’s file must have been addressed by the Administration with the teacher.

Performance Deficiencies

A teacher, whose performance is deficient, may, at the sole discretion of the District, be placed on a plan of improvement (see Appendix C – Performance Improvement Plan Procedure).
Substantiation of Deficiencies

Teachers on a plan of improvement may have his/her salary frozen at his/her existing experience increment.

Plans of Improvement

A teacher who is on an improvement plan for all or part of three consecutive semesters or more may be non-renewed at the end of those semesters should the Administration deem the teacher is not making sufficient progress. A teacher who is placed back on an improvement plan (after an initial rotation of three consecutive semesters) may also be non-renewed should the Administration deem the teacher is not making sufficient progress. All plans of improvement will include at least one administrative evaluation per semester with written feedback itemizing the teacher’s deficiencies.

B. PROBATIONARY PERIOD

Any teacher new to the District shall be subject to a three-year (3) probationary period. Teachers who are probationary may be non-renewed for any reason.

Teachers who have completed the probationary period will not be non-renewed for arbitrary or capricious reasons.

C. JOB SHARES

Teachers may apply to the District Administrator for job sharing. The district administrator will only consider applications where two current teachers apply for job sharing. The District may approve or deny any job sharing application at its discretion. Following District approval of any job sharing application, the Administration will meet with the teachers to work out the details of the job sharing.

D. MENTORING

Mentor Selection Criteria

Each building’s administration shall establish mentor positions to coach new staff and other staff when the need has been identified by the Administration.

Mentor Removal

Either the Initial Educator or the Mentor may request the removal of the other. The removal will not occur without the other being informed, and the other shall be given sufficient opportunity (as defined by the individual seeking removal) to remove any impediment causing the relationship to be limited. If either requests a change, the District shall use its best efforts to
timely provide a replacement. The request will be granted without any discussion of the reason(s) for the request. No recriminations shall be made if a request for removal occurs.

This provision will not apply to Mentors assigned with non-Initial Educators.

Liability

The District will continue to provide liability coverage and defense on behalf of mentors employed by the District, who are acting within the scope of their employment, to the full extent of the law.

Evaluation

The mentor teacher shall not evaluate any member of the bargaining unit, and cannot be subpoenaed or called to testify as a witness in any grievance, disciplinary, discharge or non-renewal hearing or attend any board meeting to discuss the mentoring of another teacher. However, this does not diminish the mentoring teacher’s obligations to report activities in violation of state or federal law.

E. SICK LEAVE

Amount

Teachers shall be granted twelve (12) days of personal sick leave per year, cumulative to one hundred twenty (120) days for illness.

Extended Emergency Leave

In emergency cases of extended illness, five (5) additional sick leave days may be requested to be borrowed from the following year’s allotment (this request must be in writing) at the Administration’s discretion. In cases where a teacher leaves the district before teaching the year from which the sick leave was borrowed, the teacher shall reimburse the District for the borrowed sick leave with payment either through payroll deduction or by check.

Pro-Rating

The 12-day yearly illness leave allowance is available at the start of the school year, but it is prorated if the teacher resigns before the end of the school year or is employed after the school year begins. Each of the ten (10) months from September through June provides 1.2 sick days.

Over-Accumulation Reimbursement

Teachers who accumulate sick leave beyond one hundred twenty (120) days shall be reimbursed thirty dollars ($30.00) per day for sick leave days lost through over-accumulation. This payment will be made on a September check.
F. DONATED SICK LEAVE

Each teacher may voluntarily contribute up to one (1) day per year of sick leave to the Sick Leave Bank (hereinafter referred to as “the Bank”). Teachers shall indicate in writing to the District Office no later than May 30 of a school year if the teacher wishes to contribute one (1) day to the Bank to be credited to the Bank effective September 1. If a teacher elects to contribute a day, that day shall be deducted from the teacher’s accumulated sick leave effective on September 1 following the contribution. The teacher shall not receive any compensation for the contributed day. The Bank shall have a maximum of three hundred and fifty (350) days available at the beginning of any school year. The District Office shall notify the MEA president in writing by August 30 of each year of the number of days deposited in the Bank. When the Bank has reached its maximum accrual, days offered by teachers shall count toward the teacher’s respective accumulated sick leave.

A teacher shall be entitled to draw from the Sick Leave Bank under the following conditions:

- Days are available in the Bank.

- Withdrawals made from the Bank shall be made only after the teacher has exhausted all appropriate accumulated leave.

- No teacher shall withdraw more than a total of one hundred (100) days during the teacher’s employment in the District.

- A teacher must otherwise qualify for sick leave. In other words, circumstances under which the teacher would qualify for use of sick leave if he or she had accrued sick leave must be present.

- The Bank is intended to provide for hardship situations. A Committee established by the MEA shall perform the administration of the Bank. This Committee shall devise rules for the administration of the sick leave, which ensures fair administration. This Committee may allot sick leave from the Bank to individual teachers, but such teachers must seek the same approval of sick leave from the school administration that they might normally seek to use sick leave from their own accrual. The Committee will notify the school board whenever an allotment of sick leave is made.

G. EMERGENCY BUSINESS LEAVE

Upon approval of the superintendent, teachers may be granted up to two (2) days per year non-accumulative leave for serious accident involving the immediate family, catastrophe, fire, legal matters (except for personal infraction of the law), severe weather conditions, car breakdown or other unforeseen emergencies that require absence during school hours. Requests must be made in writing.
Time used will be charged to sick leave.

Approval of emergency leave shall be obtained from the superintendent.

Extended emergency leave may be granted by the superintendent if, in the superintendent’s opinion, the emergency is such that the additional time is warranted. The teacher on extended emergency leave must reimburse the District for the total cost of the substitute teacher. Any emergency leave will be deducted from sick leave. All requests for extended emergency leave must be in writing.

H. PERSONAL LEAVE

Two (2) unaccounted personal day(s) per year shall be allowed for reasons that need not be disclosed to the administration. These days will be deducted from sick leave. Notice must be filed electronically three (3) working days prior to taking personal days. A third (3rd) personal day for the school year will be allocated to staff who have fifty (50) or more accumulated sick days at the end of the previous fiscal year and who have volunteered and have completed unpaid work in the year of allocation for a regularly paid event/duty that is listed in Appendix C.

Teachers will be allowed to accumulate up to five (5) days of Personal Leave, provided they maintain an adequate allotment of sick leave. Teachers who have accumulated more than two (2) personal days, who wish to use their additional days, must request these days at least two (2) weeks in advance, whenever possible.

Teachers may be reimbursed $100/day for “selling” their personal day back to the District. Teachers would need to notify the District prior to May 15th of their intent. Only two days could be sold back to the District and only whole days could be exchanged. The time would be removed from their personal/sick leave.

District-wide there will be a maximum of nine (9) days granted for personal leave for any one (1) day. All requests for personal leave will be approved on a first come/first served basis.

Teachers are not allowed to use his/her personal leave on days identified as half or full in-service days.

I. EXTENDED PERSONAL LEAVE WITHOUT PAY

Extended personal leave without pay may be approved by the superintendent based on the availability of an acceptable, qualified substitute and the best interests of the District. Teachers will suffer loss of benefits only if the leave is for non-emergency or non-medical reasons, and extends beyond five (5) unpaid days per year.

J. EARLY RETIREMENT

There are two separate and distinct retirement benefits available as of July 1, 2018.
BENEFIT 1: ONLY AVAILABLE TO ACTIVE TEACHERS AGE 50 AND ABOVE AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:

Eligibility

The District will provide for voluntary early retirement benefits for a teacher who:

1. Meets the Wisconsin Retirement System’s (WRS) eligibility age for retirement as of June 30th in the final contract year and is considered to be vested for a retirement benefit consistent with the WRS rules; and

2. Has a full-time equivalency of fifteen (15) years of service in the District.

Notification

Written notice of retirement shall be given to the Board by March 1st or other mutually acceptable date as determined by the Board for retirements effective at the conclusion of the current school year.

Severance Benefit Options

The retiree will be credited with $52,000 (the “Credit”) which will be paid out as follows:

1. Within ten (10) workdays following the later of:

   a) the retiree’s last workday; or

   b) the expiration of any revocation period in the agreement required under the “Individual Agreement” language noted below in this section;

   c) The District will make a non-elective contribution to the District’s TSA in the amount of $6,000 if permitted by applicable IRS rules, such amount to be deducted from the Credit. If it (in whole or in part) is not permitted in the current calendar year, then the remaining amount will be contributed to the District’s TSA in a subsequent calendar year on or about January 5th. The amount of $6,000 will be deducted from the Credit.

2. A portion of the Credit equal to $46,000 will be applied in successive monthly contributions until exhausted, towards the retiree’s single or family health insurance coverage as follows:

   a) In the District’s group health insurance plan offered to current employees of the District; or
b) If the retiree is a dependent or received health insurance coverage elsewhere, the retiree may elect that the remaining Credit be paid to:

(i) another employer for coverage under the employer’s insured plan,

(ii) an insurance carrier, or

(iii) an insurance exchange that is providing health insurance coverage to retiree, provided the other employer, insurance carrier, or insurance exchange agrees in writing to exclusively use the remaining Credit for the retiree’s and dependents’ health insurance plan premiums; However, any delay may result in the retiree and/or dependents being ineligible to reenter the Trust group health insurance. Or

c) If the retiree is eligible for, and selects, the WEA Med Plus health insurance plan coverage as an alternative to the District’s group health insurance plan, the District will use the retiree’s remaining Credit for payment of the WEA Med Plus health insurance plan premiums.

3. The retiree may choose to delay the commencement of the Credit’s application towards health insurance benefits for a period of up to two (2) years following the later of:

a) the effective date of the teacher’s retirement; or

b) expiration of any revocation period in the agreement required under the “Individual Agreement” language noted below in this section.

However, such delay may result in the retiree, spouse, and eligible dependent(s) being ineligible to reenter the District’s group health insurance plan.

The delay may be longer than two (2) years if the employee has switched coverage and is covered by a spouse who is an active participant in the District health plan.

4. If any combination of the above options is selected by the retiree, the amount obligated by the District is limited to the total benefit Credit.

5. Upon exhaustion of the Credit, the retiree will be solely responsible for all monthly health insurance plan premiums attributed to the retiree’s (and, if applicable, family member) enrollment in any group or individual health insurance plan.
Coverage of Employee’s Spouse and/or Eligible Dependent(s) Following Exhaustion of the Credit:

If the retiree elects the District’s group health plan under section 12.02(C)(2)(a), following exhaustion of the Credit and subject to the rules of the District’s health insurance plan provider, the retiree and his/her spouse may remain indefinitely in the group health insurance plan at the group rate by timely paying one hundred percent (100%) of the premium. Premiums must be billed directly to and will be the total responsibility of the retiree.

A retiree’s eligible dependent(s) in an eligible family plan may remain in the group health insurance plan subject to the eligibility rules as defined by the group health insurance plan document.

Loss of Benefit

A teacher who retires in accordance with this Severance Benefit Options section and who resumes teaching on a regular basis in the State of Wisconsin and becomes eligible for WRS contributions shall forfeit any rights to continue receipt of the Credit not yet contributed or applied on the retiree’s behalf. In addition, the retiree and/or dependents shall not be permitted to continue to participate in the District’s group health insurance plan unless authorized by the District, the District’s group health insurance plan carrier, as well as state and federal laws.

Survivor Benefits

In the event of a retiree’s death before the Credit is exhausted, the Credit not yet contributed or applied on the retiree’s behalf, shall continue as a benefit for the retiree’s eligible spouse and/or dependent(s) until the Credit is exhausted.

Individual Agreement

The Board shall require each teacher applying for early retirement benefits under this section to execute an agreement before receiving those benefits. The agreement will describe the retirement benefits to which teacher shall be entitled. The agreement shall include a waiver of age discrimination and other claims consistent with state and federal law.

Compliance

All retirement benefits in this section will be subject to any state and federal laws.

BENEFIT 2: ONLY AVAILABLE TO ACTIVE TEACHERS UNDER THE AGE OF 50 AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:
Eligibility

For a fiscal year (up to a maximum of six (6) fiscal years), the District will make a retirement contribution, up to the District maximum benefit allowed, for a teacher who:

1. Was 50 or older as of the end of the prior fiscal year;
2. Had a full-time equivalency of at least ten (10) years of service in the District as of the end of the prior fiscal year; and
3. Has maintained his or her eligible teaching position with the District as of the September 30th payroll of the fiscal year of the retirement contribution.

403(b) Tax Sheltered Annuity (TSA) Contribution

The District will make a contribution to the District’s TSA plan on the teacher’s behalf on the September 30th payroll of the fiscal year if the teacher has met the age and service requirements for this benefit as of the end of the prior fiscal year, provided, the teacher has maintained his or her eligible teaching position with the District as of that September 30th payroll. The District will make up to six (6) annual contributions in an amount up to $8,670 to the District’s TSA plan on behalf of the teacher for a total maximum potential contribution of $52,020. The amount of an annual contribution to be made under this section shall be reduced if required by the District’s TSA plan or federal law. If so reduced for a teacher, the amount of the reduction shall be forfeited and the teacher will have no right to such amount.

Once a TSA contribution made in accordance with this section is made on behalf of the teacher, it is fully vested and belongs to the teacher. Should a teacher leave employment from the District prior to receiving the full benefit under this section, the contributions already made to the teacher will remain the teacher’s, but the teacher shall not be entitled to any further contributions under this section from the District.

Compliance

All retirement benefits in this section will be subject to any state and federal laws.

NOTE: The District contribution to the District’s TSA plan will count toward the annual 403(b) TSA annual limits applicable to a teacher.

K. BREACH OF CONTRACT

A teacher who requests release from the contract before the termination of the school year may be refused such request if, in the judgment of the Board, such request is not reasonable or justified. In all such cases, the judgment of the Board shall be considered final.
Any teacher seeking release from his/her individual employment contract must submit a written request to the Board and, if approved, the teacher may, subject to the Board’s discretion, be subjected to the liquidated damages specified in this section. No release from contract will be effective until approved by the Board and until the liquidated damages, if required, are paid. If the teacher does not pay the fee upon demand, the District shall have the option to withhold the fee from any monies due and owing the teacher.

A teacher who wishes to resign after July 1 shall be required to pay liquidated damages of five hundred dollars ($500) before the resignation will be accepted by the Board. After August 1, the teacher shall be required to pay liquidated damages of one thousand dollars ($1000).

Liquidated damages will not be applied to part-time teachers who accept positions outside of the District that provide a greater percentage of employment than that currently offered by the District.

The Board may waive the liquidated fee requirement when the Board judges this to be in the best interest of the District.
SECTION 6: APPLICABLE TO ADMINISTRATORS
PART I. PROFESSIONAL DEVELOPMENT AND COMPENSATION

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. CONTRACTUAL PROVISIONS

The District’s Administrators are issued employment contracts consistent with the statutory provisions provided in Wisconsin Statute §118.24.

B. BREACH OF CONTRACT

An Administrator who requests release from the contract before the termination of the school year may be refused such request if, in the judgment of the Board, such request is not reasonable or justified. In all such cases, the judgment of the Board shall be considered final.

Any administrator seeking release from his/her individual employment contract must submit a written request to the Board and, if approved, the administrator may, subject to the Board’s discretion, be subjected to the liquidated damages specified in this section. No release from contract will be effective until approved by the Board and until the liquidated damages, if required, are paid. If the administrator does not pay the fee upon demand, the District shall have the option to withhold the fee from any monies due and owing the administrator.

An administrator who wishes to resign after May 1st shall be required to pay liquidated damages of one thousand dollars ($1000) before the resignation will be accepted by the Board. After July 1st, the administrator shall be required to pay liquidated damages of two thousand dollars ($2000).

Liquidated damages will not be applied to a part-time administrator who accepts positions outside of the District that provide a greater percentage of employment than that currently offered by the District.

The Board may waive the liquidated fee requirement when the Board judges this to be in the best interest of the District.

C. CREDIT REIMBURSEMENT

Administrators are provided reimbursement for approved or required course work up to a maximum of six (6) credits per year. Course participation for reimbursement must be approved
or required by the District Administrator in advance, and the course must be successfully completed prior to issuance of District reimbursement.

Reimbursement is provided on the following schedule:

- 60% of the actual cost incurred is provided upon completion of the course.

- Three years following initial reimbursement, the remaining 40% will be reimbursed provided the Administrator is still actively employed by the District.

D. DUES REIMBURSEMENT

The District feels it is important for Administrators to be active in their respective area, conference, state and national associations as well as local civic organizations. Upon pre-approval by the District Administrator, the District will reimburse Administrators for 100% of the costs of their memberships in local, state and national professional associations and local civic organizations.
PART II. INSURANCE BENEFITS APPLICABLE TO ADMINISTRATIVE STAFF

A. RETIREMENT BENEFITS

There are two separate and distinct retirement benefits available as of July 1, 2018.

BENEFIT 1: ONLY AVAILABLE TO ACTIVE ADMINISTRATORS AGE 50 AND ABOVE AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:

An Administrator who terminates employment with the District after having attained five years of service in the District and age fifty-seven (57), and who commences receiving his/her WRS benefits is eligible to receive retirement benefits.

An Administrator who wishes to retire under these retirement provisions must provide the Board with a written notice of the Administrator’s intentions. Unless modified by the Board, retirement must commence at the end of a school year and the written notice under this section must be received by the Board by December 1 of the preceding calendar year.

As a condition of receiving any retirement benefits, the Board may require that an Administrator execute a written agreement waiving all legal and equitable claims against the District. Any such agreement shall also reflect the terms of the benefits that the District has provided to the administrator, which will reflect the terms currently in effect at the time of the Board’s acceptance of the retirement. The terms of any such agreement need not be the same for each Administrator.

- Administrators who retire and who satisfy all of the preceding requirements shall be eligible to maintain single or family coverage under the group health and dental plans that will reflect the terms currently in effect at the time of the Board’s acceptance of the retirement for a maximum of eight (8) years. During such time, the District shall provide each eligible retiree with the same premium contribution which reflects the terms currently in effect at the time of the Board’s acceptance of the retirement.

- If a former Administrator who was receiving family health or dental coverage under the preceding clause dies within eight (8) years after retiring, then the former administrator’s surviving spouse shall be allowed to maintain such coverage for the remainder of the eight (8) year period described above.
To the extent allowed by the District’s health and dental insurers at such time, a former Administrator who has maintained coverage for the entire eight (8) year period referenced above may purchase, at the former Administrator’s sole cost and expense, continued health or dental insurance coverage for the former Administrator and the former Administrator’s spouse.

BENEFIT 2: ONLY AVAILABLE TO ACTIVE ADMINISTRATORS UNDER THE AGE OF 50 AS OF JULY 1, 2018. THE FOLLOWING PROVISIONS APPLY:

Eligibility

For a fiscal year (up to a maximum of twelve (12) fiscal years, the District will make a retirement contribution, up to the District maximum benefit allowed, for an administrator who:

1. Was 44 or older as of the end of the prior fiscal year;

2. Has maintained his or her eligible administration position with the District as of the September 30th payroll of the fiscal year of the retirement contribution.

403(b) Tax Sheltered Annuity (TSA) Contribution

The District will make a contribution to the District’s TSA plan on the administrator’s behalf on the September 30th payroll of the fiscal year if the administrator has met the age and service requirements for this benefit as of the end of the prior fiscal year, provided, the administrator has maintained his or her eligible teaching position with the District as of that September 30th payroll. The District will make up to twelve (12) annual contributions in an amount up to $8,670 to the District’s TSA plan on behalf of the administrator for a total maximum potential contribution of $104,040. The amount of an annual contribution to be made under this section shall be reduced if required by the District’s TSA plan or federal law. If so reduced for a administrator, the amount of the reduction shall be forfeited and the administrator will have no right to such amount.

Once a TSA contribution made in accordance with this section is made on behalf of the administrator, it is fully vested and belongs to the administrator. Should an administrator leave employment from the District prior to receiving the full benefit under this section, the contributions already made to the administrator will remain the administrator’s, but the administrator shall not be entitled to any further contributions under this section from the District.

Compliance

All retirement benefits in this section will be subject to any state and federal laws.
NOTE: The District contribution to the District’s TSA plan will count toward the annual 403(b) TSA annual limits applicable to an administrator.

B. HEALTH INSURANCE

The District pays 100% of the premium for the group health insurance coverage (single or family) for Administrators. Coverage shall be subject to a waiting period of thirty (30) days following the commencement of the Administrator’s agreement with the District adjusted to the first of the month. The District may modify the terms of the group health insurance coverage, including but not limited to:

- Changing insurance carriers;
- Choosing to self-fund the coverage;
- Modifying co-pays, deductibles or benefits available under the coverage; and/or
- Changing applicable premium and contribution rates.
SECTION 6: APPLICABLE TO ADMINISTRATORS
PART III. PAID AND UNPAID TIME OFF

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

PART III. PAID AND UNPAID TIME OFF

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. EMERGENCY BUSINESS LEAVE

Administrators are eligible for two (2) days per contract year for personal, legal, household or family matters that require absence during the Administrator’s normal workday. Emergency business leave does not accumulate from year to year and will be deducted from the Administrator’s accumulative sick leave. If the Administrator has already exhausted his/her sick leave, this leave will be unpaid.

Upon approval of the superintendent, administrators may be granted up to two (2) days per year non-accumulative leave for serious accident involving the immediate family, catastrophe, fire, legal matters (except for personal infraction of the law), severe weather conditions, car breakdown or other unforeseen emergencies that require absence during school hours. Requests must be made in writing.

Time used will be charged to sick leave.

Approval of emergency leave shall be obtained from the superintendent.

B. EXTENDED LEAVE

A full-time Administrator who has been employed by the District for a period of one year or longer may be considered for a one-year leave of absence without pay, subject to the Board’s approval. Administrators approved for such leave may continue health and dental insurance coverage for this period by paying 100% of the cost.
C. HOLIDAYS

The following paid holidays are provided to the District’s Administrators:

- Fourth of July
- Thanksgiving Day
- Christmas Day
- Good Friday
- Day after Thanksgiving
- Labor Day
- Christmas Eve Day
- New Year’s Eve Day
- New Year’s Day
- Memorial Day

D. PERSONAL LEAVE

The District shall provide two (2) personal days per contract year to full-time administrators for reasons that need not be disclosed to the District. However, these days do not accumulate from year to year and will be deducted from the administrator’s sick leave. If the administrator has already exhausted his/her sick leave, this leave will be unpaid. The administrator must give at least three (3) days advance notice prior to taking this leave, and the leave must be authorized by the District Administrator.

E. SICK LEAVE

Full-time Administrators are eligible for fifteen (15) days of sick leave for a twelve (12) month contract and fourteen (14) days of sick leave for less than a twelve (12) month contract, accumulating from year to year to a maximum of one hundred and forty (140) days. The District also provides twenty (20) additional days of sick leave upon employment.

Administrators who accumulate sick leave beyond one hundred and forty (140) days will be reimbursed $10 per day for sick leave days lost through over-accumulation. The sick leave will be available for the Administrator’s own illness, or the illness of a child or spouse. The full amount of sick leave shall be available throughout the year, but will be considered pro-rated (and subject to the reimbursement procedure addressed below) if the Administrator resigns before the end of the school year or is employed after the school year begins.

In emergency cases of extended illness, five (5) additional sick leave days may be borrowed from the following year’s allotment, if the request is made in writing. If the Administrator’s employment is terminated before serving the year from which the sick leave was borrowed, the Administrator will reimburse the District for the borrowed sick leave with payment either through payroll deduction or in cash.

F. SICK LEAVE BANK

Administrators may voluntarily contribute up to one (1) day per year of sick leave to the Sick Leave Bank (hereinafter referred to as “the Bank”). This bank is shared by administrative staff, exempt staff, and Monroe Public Library professional staff. Administrators shall indicate in writing to the District Office no later than May 30 of a school year if the administrator’s wishes
to contribute one (1) day to the Bank to be credited to the Bank effective September 1. If an administrator elects to contribute a day, that day shall be deducted from the administrator’s accumulated sick leave effective on September 1 following the contribution. The administrator shall not receive any compensation for the contributed day. The Bank shall have a maximum of three hundred and fifty (350) days available at the beginning of any school year.

An administrator shall be entitled to draw from the Sick Leave Bank under the following conditions:

- Days are available in the Bank.
- Withdrawals made from the Bank shall be made only after the administrator has exhausted all appropriate accumulated leave.
- No administrator shall withdraw more than a total of one hundred (100) days during the administrator’s employment in the District.
- A administrator must otherwise qualify for sick leave. In other words, circumstances under which the administrator would qualify for use of sick leave if he or she accrued sick leave must be present.
- The Bank is intended to provide for hardship situations.

G. SPEAKING AND CONSULTING WORK LEAVE

The District provides full-time Administrators with up to five (5) paid days per contract year for consulting, speaking and other professional work for other school districts and organizations if related to the Administrator’s professional responsibilities. However, these days do not accumulate from year to year and are to be pre-approved in advance by the District Administrator.

H. VACATION

Full-time, full-year Administrators are eligible for twenty (20) days of vacation per twelve (12) month contract year. The Administrator may transfer up to twenty (20) days of unused vacation to the subsequent year. At no time may an Administrator accumulate more than forty (40) vacation days due. If the Administrator’s contract is not being renewed, a maximum of ten (10) vacation days may be taken in the month of June. Use of vacation must be approved by the District Administrator.
SECTION 7: APPLICABLE TO CASUAL/SEASONAL SUBSTITUTE STAFF & LIBRARY PAGES
PART I. WAGES, BENEFITS AND GENERAL EMPLOYMENT ISSUES

SCHOOL DISTRICT OF MONROE
EMPLOYEE HANDBOOK

A. WAGES, BENEFITS AND GENERAL EMPLOYMENT ISSUES

District staff who are hired as casual/seasonal, substitute and/or Library Pages are required to adhere to the employment practices set forth in Section 1 of this Employee Handbook. The wages for such employee classifications will be determined by the Board or the Library Board (limited to decisions related to Pages).

Casual/seasonal, substitute and/or Library Pages are not eligible for any fringe benefits identified throughout this Handbook, unless required by state or federal law.
APPENDIX A

PERFORMANCE IMPROVEMENT PLAN PROCEDURE

The purpose of creating a performance improvement plan is to formalize identified issues that need to be addressed in order to improve instructional practice in the classroom or to improve school climate. Improvement plans are never the first course of action in remediating an issue. Administrators should have documentation of interventions and communication prior to starting the process to implement a performance improvement plan.

1. **Initial Notification**: When putting staff members on an improvement plan, it should never be a surprise! Make sure you provide documentable communication (evaluation, meetings with a memo/e-mail summarizing discussion, personal notes) of concern and performance deficiencies before moving to an improvement plan.
   
   a. Be sure if you intend to put something in an employee’s personnel file, be sure to CC it to the file and get a signature from the employee
   
   b. Administrators shall schedule a meeting with the employee to inform them that you will be placing him/her on a performance improvement plan

2. **Plan Development**: It is the responsibility of the building principal to develop the plan; this is not a negotiated process the plan should be developed based on the documentation of previous meetings, evaluations, etcetera.

   a. employee is shared between two buildings, be sure to collaborate and write one improvement plan

3. **Consultation**: Reviewing the plan with a colleague is highly encouraged.

4. **DAC Review**: All plans should be submitted to the Superintendent before the plan is presented to the staff member. Administrator and the Superintendent will determine if other members of the DAC team need to be consulted on revisions and/or additional areas to be addressed.

5. **Delivery**: The performance improvement plan should be delivered in a face to face meeting. The meeting should provide the staff member with a brief overview of the plan and notification of a mandatory meeting to answer questions and to have the employee sign the document. The follow-up meeting should take place within two working days of the initial delivery of the plan.

6. **Progress Review**: The building principal will meet with employee at least once per month while school is in session. The building principal has the ability to determine a progress review schedule that is more frequent than once per month if deemed necessary. Document
progress within the plan each time you meet to address progress or to provide other resources for the staff member.

School District of Monroe
Performance Improvement Plan

Employee Name: 
District Position: 
School/Dept.: 
Supervisor: 
Date Prepared: 

[All plans of improvement must include at least one evaluation, per semester, prepared by a member of the District’s administrative team, with written feedback that itemizes the teacher’s deficiencies.]

Date of Evaluation: 
Evaluation Conducted By: 

PART II. Statement of Deficiencies

[With specificity, the following identifies all areas observed as “Needing Improvement” on the District’s Observation/Evaluation Instrument of the Employee noted above.]
Deficiency #1:


Deficiency #2:


Deficiency #3:


**PART III. Expected Improvements**

[The following section is intended to identify, with clarity, a description of what must be done to improve performance. All noted deficiencies are consistent with the items listed in “A”, above.]
Deficiency #1:

Deficiency #2:

Deficiency #3:

PART IV. Timeframe for Improvement

[The following details the specific period of time the employee will be allowed in order to demonstrate that the noted deficiency has improved to an acceptable level of performance.]

Deficiency #1:

Deficiency #2:
Deficiency #3:

PART V. Available Assistance

[The following identifies the support that will be provided by the District in order to improve the deficiencies identified in “A”, above.]
Appendix A-6 Employee Handbook

Deficiency #1:


Deficiency #2:


Deficiency #3:


PART VI. Consequences

[If there is a noted failure to improve, the following consequences will be imposed. The consequences may include, but not be limited to: paid or unpaid suspension, extension of a probationary period, consideration for non-renewal, or immediate termination.]
Appendix A-7 Employee Handbook

Deficiency #1:


Deficiency #2:


Deficiency #3:


EMPLOYEE ACKNOWLEDGEMENT

My signature on this document acknowledges that I have received this Performance Improvement Plan and have reviewed the underlying Observation/Evaluation instrument with my supervisor. My supervisor has discussed his/her expectations about the improvements needed. I also acknowledge that my supervisor has provided a specific timeframe for the improvement of the noted deficiencies. My signature below does not indicate that I agree or disagree with the contents of this document.

Employee Signature __________________________ Date ____________

Supervisor’s Signature ________________________ Date ____________
SUPERVISOR’S REVIEW AFTER COMPLETION OF TIMELINES

Date of Review:

- Deficiency #1

  - Exceeding Expectations
  - Meets Expectations
  - CLEARED

  □ Exceeding Expectations  □ Meets Expectations  □ CLEARED

  □ Emerging  □ Needs Improvement  □ NOT CLEARED

Date of Review:

- Deficiency #2

  - Exceeding Expectations
  - Meets Expectations
  - CLEARED

  □ Exceeding Expectations  □ Meets Expectations  □ CLEARED

  □ Emerging  □ Needs Improvement  □ NOT CLEARED

Date of Review:

- Deficiency #3

  - Exceeding Expectations
  - Meets Expectations
  - CLEARED

  □ Exceeding Expectations  □ Meets Expectations  □ CLEARED

  □ Emerging  □ Needs Improvement  □ NOT CLEARED
APPENDIX B
RECEIPT AND ACKNOWLEDGMENT

I hereby acknowledge that it is my responsibility to become familiar with the contents of the School District of Monroe's Employee Handbook. My signature below indicates that I have read the Handbook and understand that I am expected to abide by the standards, policies and procedures defined or referenced in this document. I also understand that I am also to become familiar with and abide by the additional regulations, policies and laws found in the School Board's policies. The Employee Handbook and the Board Policies Manual can be found on the District's website http://www.monroeschools.com/district/. The information contained in this Handbook is subject to change. I understand that changes in District policies may supersede, modify, supplement or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and understand the expectation that I abide by the changes.

I understand that this Handbook does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees whose terms of employment are also codified in an individual employment contract. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor and Human Resources of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation regarding this Handbook, any Board policies or regarding any aspect of my employment. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school district incurred by me (an example may be a traffic citation or a parking ticket, received as a result of my operation of a District motor vehicle). I also agree that the District may withhold liquidated damages fees for breach of contract if I leave my employment without paying the fee or without prior approval. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

I acknowledge and understand that this Handbook supersedes all prior practices, customs, and procedures, including any other representations, verbal or written, by any employee or representative of the District.

Employee’s Printed Name

Position

Employee’s Signature

Date

A signed original copy of this form must be given to the Director of Business Services. It will be filed in your personnel file.
### APPENDIX C

#### ATHLETIC WORKERS CHART

<table>
<thead>
<tr>
<th>Event</th>
<th>Position</th>
<th>Compensation</th>
<th>Frosh/JV</th>
<th>Varsity</th>
<th>Invite</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS Basketball</td>
<td>Clock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scorer</td>
<td>$25.00</td>
<td></td>
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<td></td>
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<tr>
<td>HS Basketball</td>
<td>Ticket Seller</td>
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<td></td>
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<td>HS Track</td>
<td>Clock</td>
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<td></td>
<td>$30.00</td>
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<tr>
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<td>$30.00</td>
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<tr>
<td></td>
<td>Course Inspector</td>
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<td>Announcer</td>
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## Appendix C-2 Employee Handbook

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<td>HS PAC/Auditorium/Athletics</td>
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<td>All Other workers(e.g., swimming,)</td>
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APPENDIX D
EXTRA DUTY PAY SCHEDULE 1

School District of Monroe

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<th>Experience Schedule</th>
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<td>Basketball: Head Coach (Girls)</td>
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<td>HS</td>
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<td>Football: Head Coach</td>
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<td>HS</td>
<td>1</td>
<td>Hockey: Head Coach (Boys)</td>
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<td>HS</td>
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<td>HS</td>
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<td>Performance Choir &amp; Solo Ensemble</td>
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## Index

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<th>Duty</th>
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<tr>
<td>HS 1</td>
<td>Baseball: Head Coach</td>
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<td>HS 1</td>
<td>Basketball: JV Coach (Boys)</td>
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<td>HS 1</td>
<td>Basketball: JV Coach (Girls)</td>
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<td>HS 1</td>
<td>Basketball: Varsity Assistant (Boys)</td>
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<td>HS 1</td>
<td>Basketball: Varsity Assistant (Girls)</td>
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<td>HS 3</td>
<td>Football: Varsity Assistant</td>
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<td>Hockey: Assistant (Boys)</td>
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<td>Soccer: Head Coach (Boys)</td>
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<td>HS 1</td>
<td>Soccer: Head Coach (Girls)</td>
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<td>Softball: Head Coach</td>
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<td>HS 1</td>
<td>Swim Team: Head Coach</td>
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<td>HS 1</td>
<td>Track: Head Coach (Boys)</td>
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<td>HS 1</td>
<td>Track: Head Coach (Girls)</td>
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<td>HS 1</td>
<td>Volleyball: Head Coach</td>
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<td>HS 2</td>
<td>Wrestling: Assistant</td>
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<td>MS 1</td>
<td>Athletic Director – Non/Administrative</td>
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<td>HS 1</td>
<td>Basketball: Freshman Coach (Boys)</td>
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<td>HS 1</td>
<td>Basketball: Freshman Coach (Girls)</td>
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<td>HS 1</td>
<td>Cross Country: Head Coach (Boys &amp; Girls)</td>
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<tr>
<td>HS 2</td>
<td>Football: Freshman Coach</td>
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<tr>
<td>HS 2</td>
<td>Football: JV Coach</td>
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<td>HS 1</td>
<td>Musical: Director</td>
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<td>HS 1</td>
<td>Play: Director</td>
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<td>HS 1</td>
<td>AODA Coordinator</td>
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<td>HS 1</td>
<td>Golf: Head Coach</td>
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<td>HS 1</td>
<td>School Age Parent Coordinator</td>
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<td>HS 1</td>
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## APPENDIX E
### EXTRA DUTY PAY SCHEDULE 2

**School District of Monroe**

<table>
<thead>
<tr>
<th>Position</th>
<th>Compensation</th>
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<tbody>
<tr>
<td>Designated Substitute Principal (10 days or less/year)</td>
<td>$35.00/Day</td>
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<tr>
<td>Designated Substitute Principal (beginning 11th day/year)</td>
<td>$60.00/Day</td>
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<tr>
<td>Approved Curriculum Work outside of contract time</td>
<td>$23.00/Hour</td>
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<tr>
<td>Extra Class/Year</td>
<td>% of Extra Time Paid at Staff</td>
</tr>
<tr>
<td>Costa Rican Exchange Trip Advisor</td>
<td>Contract Placement / Year</td>
</tr>
<tr>
<td>German Trip Advisor</td>
<td>$4,500 stipend for summer travel</td>
</tr>
<tr>
<td>Mentor (1 per building or more as needed)</td>
<td>$4,500 stipend for school-year travel</td>
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<tr>
<td>Head District Librarian</td>
<td>$1,000.00/Year</td>
</tr>
<tr>
<td>Linkcrew: Director (1 position)</td>
<td>$1,200.00/Year</td>
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<tr>
<td>Linkcrew Coordinators (3 positions)</td>
<td>$600.00/Year</td>
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<tr>
<td>WEB: Director (1 position)</td>
<td>$1,200.00/Year</td>
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<tr>
<td>WEB: Coordinators (3 positions)</td>
<td>$600.00/Year</td>
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<tr>
<td>Race to Read (2 positions/building at elementary level)</td>
<td>$500.00/Year</td>
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<tr>
<td>National Board Certification (Annual as long as current certification)</td>
<td>$2,500.00/Year</td>
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<tr>
<td>316 Reading Teacher License</td>
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<tr>
<td>ELL License</td>
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The Board has created a pool per building for teacher leadership and other building-identified positions that principals would like to see stipended. The pools are high school $13,500, middle school $10,000, and elementary schools $6,000 each.