

Sheboygan Area School District *Support Staff Handbook*



Effective July 1, 2012

Revised 7/1/19

DISTRICT EMERGENCY PROCEDURES

Should inclement weather or other emergency situation(s) require the District to close school(s), the following procedures shall be followed:

1. Local television and radio stations will be notified by 6:00 a.m. or as soon as practicable. The following stations will be notified:
WHBL 1330 AM Radio WLKN 98.1 FM Radio WJUB 1420 AM Radio
WXER 104.5 FM Radio WBAY TV 2 WFRV TV 5
WTMJ TV 4 WITI TV 6
2. The Sheboygan Area School District website will have the notification posted on the home page and on the School Closings and Delays webpage.
3. Closing information will be recorded and can be obtained by calling 920-803-SNOW(7669) after 6:00 a.m.
4. If you subscribe to the District's Twitter™ account, a text message will be sent to you. For more information on how to subscribe, go to <https://twitter.com/shebareaschools>. Standard text message rates may apply.

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Section 1 PREAMBLE AND DEFINITIONS

District Mission - The mission of the Sheboygan Area School District is to equip all students with a foundation of knowledge and skills through quality instruction, opportunities, and a positive learning environment, in an active partnership with the family and community, reinforcing values which will inspire them to access the opportunities of this society, strive for excellence in their endeavors, and contribute as responsible citizens.

District Vision - All students will be productive and responsible citizens in a competitive world.

We believe in:

- success of all students;
- student learning at a high level;
- collaboration;
- continuous improvement;
- results orientation; and
- participatory decision-making.

About the *Support Staff Handbook*

1. **Employees Covered:** This *Support Staff Handbook* is provided as a reference document for the Sheboygan Area School District's (hereinafter referred to as "District") support staff employees.
2. **Disclaimer:** The contents of this *Support Staff Handbook* are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part. Proposed changes will be referred to the Meet and Confer committee. The language, which appears in this *Support Staff Handbook*, is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Support Staff Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Support Staff Handbook*.

This *Support Staff Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations, and standards of the District; however, this *Support Staff Handbook* should not be considered all-inclusive. Copies of Board policies are on the District website at <http://www.sheboygan.k12.wi.us/about/policies.cfm>. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Sheboygan Area School District Board of Education.

Section 2 EMPLOYMENT LAWS

Equal Opportunity - It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record with the exception of unpardoned felonies, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on 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.

Equal Opportunity Complaints - The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available to address allegations of violations of the policy in the District. See Board Policy 4122.

Family and Medical Leave Act (FMLA)

1. Notification of Benefits and Leave Rights. Since the District has a *Support Staff Handbook* or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Support Staff Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <https://www.dol.gov/whd/regs/compliance/posters/fmla.htm>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted in the staff workrooms of each building.
2. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
3. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEPARTMENT OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <https://www.dol.gov/whd/forms/WH-381.pdf>.
4. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S.

DEPARTMENT OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <https://www.law.cornell.edu/cfr/text/29/825.300>. See 29 C.F.R. § 825.300(d).

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 shall not tolerate harassment based on any personal characteristic described above under Equal Opportunity. 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. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

1. Unwelcome sexual advances, comments, or innuendos;
2. Physical or verbal abuse;
3. Jokes, insults, or slurs directed toward the protected groups set forth above (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks.);
4. Taunting based on personal characteristics described above intended to provoke an employee; and/or
5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

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 located at <https://sp.sheboygan.k12.wi.us/SitePages/Home.aspx>. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly, and promptly, and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or the Assistant Superintendent, Human Resources and Administrative Services.

Actions that result in discrimination or those that are determined to be harassment; employees who fail to report incidents of potential discrimination or alleged harassment, as described above; and supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

Employees will be informed of this policy annually and the complaint procedure will be made available to any employee wishing to file a complaint. All complaints will be promptly and thoroughly investigated.

Child Abuse Reporting - Pursuant with Wisconsin Statute § 48.981(2), all school employees who have reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below. As stated in Wisconsin Statute § 118.07(5), "Each school board shall require every employee of the school district governed by the school board to receive training provided by the department in identifying children who have been abused or neglected and in the laws and procedures under § 48.981 governing the reporting of suspected or threatened child abuse and neglect. A school district employee shall receive that training within the first six months after commencing employment with the school district and at least once every five years after that initial training." Training will be provided in accordance with this statute.

All persons required to report shall immediately inform, by telephone or personally, *Child Protective Services at 920-459-6418 (M-F 8:00 a.m. – 5:00 p.m.), the Sheboygan City Police Department at 920-459-3333, or the governing police department* of the facts and circumstances contributing to a suspicion of child abuse or neglect or to a belief that abuse or neglect will occur.

School Violence Threat Reporting - Under Wisconsin Act 143, all mandatory reporters such as teachers, school counselors, administrators, and other school employees are required to report directly to the Sheboygan City of Sheboygan or the Sheboygan County Sheriff's Department if they believe in good faith, based on a threat made by an individual seen in the course of professional duty regarding threats of school violence and there exists a serious and imminent threat to the health and safety of a student, a school employee, or the public. Anyone who, in good faith, participates in the making of a report pursuant to the legal mandate shall in so doing be immune from any liability, civil or criminal, that might otherwise be imposed. State law also protects employees from being discharged from employment as a direct result of such a report.

Section 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

District Expectations - The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board of Education policies, work rules, job descriptions, terms of this *Support Staff Handbook*, and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board of Education policies, the *Support Staff Handbook*, administrative regulations, and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board of Education policies, work rules, job descriptions, terms of the *Support Staff Handbook*, and legal obligations.

Accident/Incident Reports - All accidents/incidents occurring on District property, school buses, or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the administrator/supervisor immediately. Reports should cover property damage as well as personal injury. A completed employee incident report form can be obtained in any school office or the Department of Human Resources and must be submitted to the administrator/supervisor within twenty-four (24) hours or the next scheduled District workday. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Support Staff Handbook*.

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for through the applicable procedures for reporting his/her absence using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated. Abuses of the attendance policy such as theft of time, failure to notify the District of an absence, failure to report to work, or the failure to return to work the day following the expiration of an authorized leave of absence may result in disciplinary action up to and including termination of employment.

Electronic or Manual Bulletin Boards (District Announcements) - The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students, or Board of Education members, and shall not be in contravention of any District policy or law. The administrator/supervisor will be provided a copy of all posted material at the time of the posting. The administrator/supervisor and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

Communications - The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

1. Electronic Communications:

- A. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using, or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
- B. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices, and software belong to the Board of Education, users have no reasonable expectation of privacy, including the use of email, text-message, and other forms of digital communications, e.g., voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege, which may be revoked at any time.
- C. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District Administration. External electronic storage devices are subject to monitoring if used with District resources.

Criminal Background Checks - All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

1. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
2. Who is currently under investigation of a misdemeanor or felony in this state or any other state or country; and
3. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct, or insubordination. Providing false information shall be sufficient grounds for termination of employment.

Additionally, all persons applying for any position shall be required to agree to the release of all investigative records to the Board of Education for examination for the purpose of verifying the accuracy of criminal violation information.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record - All District employees shall notify his/her administrator/supervisor as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event, giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment, or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

1. the nature of the offense;
2. the date of the offense; and
3. the relationship between the offense and the position to which the employee is assigned.

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

District Property - The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges, the key fob for building entry, and any electronic mobile devices.

Drug-, Alcohol-, and Tobacco-Free Workplace - The District seeks to provide a safe drug-free workplace for all of its employees.

1. **Prohibited Acts - Drugs and Alcohol:** The manufacture, distribution, dispensation, possession, use of, or presence under the influence of alcohol, inhalants, controlled substances, or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the District shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning

students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All District employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

2. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities.
3. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, or body odors of the employee. A trained supervisor or trained designee must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
4. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice, from the employee or any other source, the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate action against the employee, and/or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703. [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
5. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol, drug, or tobacco use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation coordinated by the Employee Assistance Program (EAP), discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.
6. Employee Assistance Program: The Employee Assistance Program (EAP) is a voluntary worksite program to assist employees affected by behavioral, medical, or productivity concerns or problems. EAP helps in the prevention, identification, and resolution of these problems and concerns. To reach the EAP Coordinator in the District, contact the Department of Human Resources or call EAP directly at 800-236-3231.

Financial Controls and Oversight - The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who

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

Fraud and Financial Impropriety - The District prohibits fraud and financial impropriety, in the actions of its Board of Education members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

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

Licensure/Certification - Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his/her personnel file. Personnel files can be found in the Department of Human Resources. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner.

Section 4 MANAGEMENT RIGHTS

Delineation of 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 of Education, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this *Support Staff Handbook* and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

1. To direct all operations of the school system;
2. To establish and require observance of reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule, and assign employees in positions within the school system;

4. To suspend, discharge, and take other disciplinary action against employees;
5. To relieve employees from their duties because of lack of work or any other legitimate reason;
6. To maintain efficiency of school system operations;
7. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
8. To introduce new or improved methods or facilities;
9. To select employees, establish quality standards, and evaluate employee performance;
10. To determine the methods, means, and personnel by which school system operations are to be conducted;
11. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
12. To determine the educational policies of the District; and
13. To contract out for goods and services.

Section 5 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide the exclusive internal method for resolving grievances concerning employee discipline, employee terminations, and workplace safety. This procedure applies to all regular full-time and part-time employees.

Procedure - A grievance shall mean a dispute arising out of interpretation or application of Board of Education Policy or Rule, concerning employee discipline, termination of employment, or conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

1. the name and position of the grievant;
2. a clear and concise statement of the grievance, including the date of the disciplinary action or safety incident;
3. the issue or reason for the grievance;
4. the relief sought;
5. the specific section of the applicable Policy or Rule alleged to have been violated; and
6. 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 ten (10) working days after the employee knew or should have known of the cause of such grievance. Grievances of the same type, and with a similar factual basis, may be consolidated at the discretion of the Assistant Superintendent, Human Resources and Administrative Services or a designee. The Assistant Superintendent, Human Resources and Administrative Services or a designee may refuse to process as a grievance, any matter presented by an employee, which is not the subject of a grievance as defined in this policy.

The following procedures shall be followed:

A. Immediate Supervisor

Any employee who believes he/she has a concern, subject to the grievance procedure, shall first present a written grievance to the immediate supervisor. If applicable, the employee shall conform to directives or perform assigned tasks and grieve later. The immediate supervisor shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then provide a written decision within five (5) working days.

B. Assistant Superintendent, Human Resources and Administrative Services

If the grievance is not satisfactorily resolved at the immediate supervisor step, the written grievance may be submitted to the Assistant Superintendent, Human Resources and Administrative Services or a designee within five (5) days of receipt of the decision of the immediate supervisor. The Assistant Superintendent, Human Resources and Administrative Services or a designee shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then provide a written decision within ten (10) working days.

C. Hearing Before an Impartial Decision Maker

In the event the matter is not resolved to the employee's satisfaction by the Assistant Superintendent, Human Resources and Administrative Services or a designee, the employee may, within five (5) working days of the date of the written decision of the Assistant Superintendent, Human Resources and Administrative or a designee, request in writing that the matter be referred for hearing before an impartial Hearing Officer. The Board of Education shall appoint a Hearing Officer for the purpose of conducting the hearing. The Assistant Superintendent, Human Resources and Administrative Services or a designee will schedule a hearing with the selected Hearing Officer, employee, and District representatives. Each grievance shall be heard by a single Hearing Officer. The impartial Hearing Officer will have the authority to administer oaths and issue subpoenas. Grievance hearings will be convened in closed session unless otherwise required to be held in open session as a matter of law. 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 shall appear 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(s). The decision of the Hearing Officer will apply exclusively to the employee(s) presenting the grievance.

The impartial Hearing Officer will convene such hearing, as the officer deems necessary, and render a written decision on the grievance within thirty (30) days of receipt of the grievance. The time for decision may be extended by the impartial Hearing Officer in response to a request by, or with the approval of the grievant.

The impartial Hearing Officer may apply relaxed standards for the admission of evidence, including the admission of hearsay. The oral or written statements of students, which might otherwise be hearsay, will be considered by the impartial Hearing Officer without the direct testimony of students, if other, non-hearsay information is presented.

Any costs assessed by the impartial Hearing Officer will be paid by the District.

D. Board of Education

If the decision of the impartial Hearing Officer is not satisfactory to the grievant or the District administration, the grievance may be submitted to the Board of Education by the grievant or a school administrator, in writing, within ten (10) days of the decision of the impartial Hearing Officer. Within twenty (20) days after presentation of the written grievance to the Board of Education, a review of the decision of the impartial Hearing Officer, together with any further written comment by the grievant and school administration, will be conducted by the Board of Education during a closed session meeting. Within ten (10) days following the closed session review, the Board of Education will issue a final written decision.

Nothing in this grievance procedure shall prevent any employee from presenting concerns regarding matters, not subject to the grievance procedure, to an administrator, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be addressed by administration, subject to any applicable Board policy, rule, or directive.

Time Limits - Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the employee/grievant and the Assistant Superintendent, Human Resources and Administrative Services or a designee. If the immediate supervisor, the Assistant Superintendent, Human Resources and Administrative Services or a designee or impartial Hearing Officer fails to provide a written decision within the time limits prescribed, the employee may advance the grievance to the next level. Grievances not processed to the next level by the grievant within the prescribed time limits, will be considered withdrawn.

In the event of a conflict between the terms of this procedure and a provision within the individual employment contract of the grievant, if any, the contract provision will control.

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

1. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training, warning requirements, workplace violence and accident risk.
2. "Termination" does not include the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include job transfer, demotion, or termination of employment as the result of layoff, following reduction in the size of the work force.
3. "Employee discipline" refers to oral reprimands when a written record of the reprimand is placed in the employee's file, written reprimands, and unpaid suspensions, but excludes performance conferences/evaluations, paid administrative leave, job re-assignment, demotions, transfers, changes in job duties, and work performance improvement plans.
4. "Days" mean workdays, other than weekends and holidays. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

5. A “grievant” is an employee as defined by state statutes governing this grievance procedure. At the grievant’s cost and request they may be represented by a person of their choice.

Grievant’s Right to Representation - Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

Consolidation of Grievances - Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

Group Grievances - Group grievances involving more than one employee and involve any of the following:

1. More than one work site;
2. More than one supervisor; or
3. An administrator other than the immediate supervisor.

Such grievances may be initially filed at the level of the Assistant Superintendent, Human Resources and Administrative Services; however, they shall follow the initial timelines for filing the grievance, within ten (10) working days.

Section 6 PAY PERIODS

Method of Payment - The employee shall receive salary payments every two (2) weeks, with a two (2) week holdback of pay.

Rate of Pay - Employees will be paid according to the pay ranges in Appendix C.

Direct Deposit Payment Method - All payments shall be made by direct deposit. Employees shall supply the SASD Department of Business and Operational Services information needed to accomplish the direct deposit payroll process. If information is not received in a timely manner to process an employee’s payroll, the Department of Business and Operational Services shall be authorized to open an account in the employee’s name. The selected financial institution shall be at the discretion of the District’s Coordinator of Financial Services.

When the normal payroll date falls on a weekend or federal holiday, the payroll schedule will reflect a transmission date so that the payment will be deposited in the employee’s account on the last working day prior to these qualifying events.

Annually, the Department of Business and Operational Services will confirm the Automated Clearing House (ACH) transmission calendar to the District’s payroll processing bank. The calendar will confirm “Input” dates and “Payroll Deposit” dates.

Events Beyond District Control

1. Employer’s Responsibility

If a processing or transmission error with the entire scheduled payroll is encountered by the District’s deposit service provider, District representatives will work with the bank officials to take corrective action. If the payroll process and transmission can be

accomplished within 24 hours, or one business day after the scheduled payroll date, the Department of Business and Operational Services shall authorize the payroll processing bank to continue with the direct deposit process.

If the payroll transmission cannot be completed within 24 hours, or one business day after the scheduled payroll date, regular payroll checks will be issued. The checks will be delivered to the employee's school or department on the first business day following the scheduled payroll deposit date.

2. Employee's Responsibility

If an employee's receiving financial institution experiences an error or problem with an individual's payroll transmission, the employee will work out his/her individual payroll receipt problems with customer service representatives of his/her financial institution.

If a processing or transmission error with the entire scheduled payroll is encountered and a delay is anticipated in depositing funds into an individual's account, it is the individual's responsibility to notify his/her financial institution of the delay and make appropriate arrangements.

Salary Deferrals – Tax Sheltered Annuities (TSA) - Employees shall have the opportunity to participate in the District's 403(b) Savings Program through salary deferral to an investment vehicle offered by a vendor listed as a Direct-approved vendor, as required by the Internal Revenue Service (IRS) Code 403(b) Savings Program.

Credit Union Deductions - Employees may participate in the Sheboygan Area Credit Union plan. Deductions are made by voluntarily filing a payroll deduction authorization form. This form is available only in the Sheboygan Area Credit Union office. The authorization remains in effect until another form is filed indicating a change in the amount of the deduction.

Section 7 WORKER'S COMPENSATION

Worker's Compensation Coverage and Reporting Responsibilities - Each employee is covered by the Worker's Compensation Act (Chapter 102 of the Wisconsin Statutes). Any employee who is injured on the job shall report the injury to the administrator/supervisor and complete an employee incident report form prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her administrator/supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable.

Section 8 EARNED TIME OFF (ETO)

As a school district, our business is education. We expect our employees to be here on scheduled workdays. We also realize that people are our most valuable assets and situations arise that may necessitate employee absences. The District shall provide Earned Time Off (ETO).

Sick Leave - An employee will earn one (1) sick day for every month worked. Employees who work less than 40 hours in a week will have their sick leave prorated accordingly.

Sick days will be accrued monthly after they have been earned. Employees should make every effort to schedule routine medical appointments outside of their regularly scheduled work hours.

1. Sick Leave Use

A. Sick leave shall be paid for an absence from work due to:

1. Personal illness, injury, pregnancy, or serious health condition of the employee;
2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition;
3. Serious health condition of a spouse, child, or parent as defined by the FMLA;
4. Birth (own child) or day of acquiring an adopted child;
5. Bereavement is allowed for up to five (5) days for immediate family (defined as spouse, child, parent, or other household member), up to three (3) days for sibling, grandparent, grandchild, spouse's parent, and one (1) day for other family members or close personal friend. Additional bereavement for immediate family may be allowed, up to ten (10) total consecutive days with approval from the Assistant Superintendent, Human Resources and Administrative Services or designee.

B. Administration has the right to request written verification from a physician for absences more than three (3) consecutive days or a pattern of absences.

C. If the full sick leave benefit is not used in the current fiscal year, the balance may be accumulated up to sixty (60) days. The sick bank total shall not exceed sixty (60) days for any one school year.

D. If an employee does not use any sick leave from July 1 through June 30 they will be credited with one (1) additional personal day the following year. The employee must be hired by September 1 (or the next workday following September 1) to be eligible for the additional personal day.

E. An employee new to the District must enter upon the execution of his/her employment start date and duties with the Board of Education in order to be eligible for sick leave. This does not apply to employees who have been employed with the Sheboygan Area School District during the previous school year.

F. If any employee does not return to work at the beginning of the next school year, the employee shall not earn any sick leave until he/she returns to work.

G. Under extraordinary circumstances employees may donate one personal leave or vacation day to any employee who has exhausted his/her sick leave. Such donated days will be used to continue the salary and benefits of the employee who has exhausted his/her sick leave. Once the employee has qualified for long-term disability, no further donated days may be received. **Additional Information** - For additional information and conditions please refer to the Support Staff Personal Leave/Vacation Day Donation Form.

Personal Leaves of Absence - Personal leave of absence with compensation shall be granted by the individual's responsible administrator/supervisor for up to one (1) school day per year. Employees who work less than 40 hours in a week will have their personal day prorated accordingly. One (1) day of personal leave shall not require explanation and

must be taken in a full day increment. Part-time employees will receive a pro-rated personal day based on the percentage of time they work. The one (1) day of personal leave will be allotted each July 1. The personal leave of absence day must be used by June 30 of that school year. New employees hired on or after February 1 will not receive one (1) day of personal leave for the current year. They will be eligible on July 1 for the subsequent year.

1. Personal Leave Use

- A. The employee shall give his/her responsible administrator/supervisor at least twenty-four (24) hours advance notice in writing. For personal leave to be used in May or June, notification to his/her responsible administrator/supervisor must be made by April 15. Approval is at the discretion of the administrator/supervisor.
- B. No more than one (1) employee per given area of concentration will be granted a personal day for the same day, except due to emergency closings.
- C. The personal day may not be taken during the first or last week of school, on an in-service day that pertains to their position, or immediately before or after a holiday or recess period as defined in the calendar.
- D. Requests for personal days submitted to the administrator/supervisor by September 30 will be given consideration and scheduled.
- E. Leaves with compensation will not be granted for the purpose of working for another employer.
- F. The total of all such personal leaves of absence with compensation shall not exceed two (2) days in one (1) school year (leave for current year plus up to one day earned from previous year). See Sick Leave Use 1.D.

Holidays - All employees are eligible for holiday pay for the following legal holidays if they fall in the months that they are assigned to work:

1. Specified Days

July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, December 31, New Year's Day, Good Friday, and Memorial Day. Employees, who work less 40 hours in a week, will have their holiday pay prorated accordingly. Employees with scheduled cut days are not eligible for the July 4 holiday.

2. Occurring on Saturday or Sunday

When holidays occur on Saturdays or Sundays, provisions shall be made to allow such days to be added to vacation days. For employees who do not qualify for vacation, the holiday will be an additional paid day at the regular rate of pay.

3. Within a Vacation Period

When a holiday falls within an employee's vacation period, such holiday shall not be counted as part of the vacation.

Vacations - The vacation year runs concurrent with the fiscal year (July 1 – June 30). Employees who are scheduled to work more than ten (10) months per year qualify for vacation according to the following schedule. Vacation will be prorated on both hours per week and months per year. On July 1, or the start of the school year for employees not working during the summer, employees shall be credited their vacation days.

1. Year of Hire: A new employee will receive the following vacation their first year:

Month of Hire	Number of Days
July, August, September	5
October, November, December	4
January, February, March	3
April	2
May	1
June	0

The employee will receive their allotted number of days as of their date of hire but they are actually earning as the year progresses. If an employee leaves the District during this year, their vacation will be prorated based on the number of full months completed. If the employee has used more than their earned vacation, the District would deduct the difference from the employee's final paycheck.

2. Subsequent Years: Employees hired on or after July 1, 2019 will receive their vacation days based on the years of service schedule below. These individuals earn their vacation during that same year they are taking the vacation. If an employee leaves the District, their vacation will be prorated based on the number of full months completed during that year. If the employee has used more than their earned vacation, the District would deduct the difference from the employee's final paycheck.

Employees hired prior to July 1, 2019 will receive their vacation days based on the years of service schedule below. These individuals earn their vacation during the prior year. If an employee leaves the District, they will receive their remaining vacation and they will also receive prorated vacation for the year in which they leave based on the number of full months completed.

3. Through the 4th anniversary – ten (10) days
4. 5th anniversary through the 9th anniversary – fifteen (15) days
5. 10th anniversary through the 14th anniversary – seventeen (17) days
6. 15th anniversary through the 19th anniversary – twenty (20) days
7. 20th anniversary through the 24th anniversary – twenty-two (22) days
8. 25th anniversary and up – twenty-five (25) days

Employees hired before July 1, 2012 will be allowed to keep the vacation day allotment they have earned under the prior agreement and will be eligible for additional days as they meet the new levels of service.

Employees may carry over up to five (5) vacation days to the following year with administrator/supervisor approval.

Vacation Requests - At least one (1) week's advanced notice for vacation should be given to the responsible administrator/supervisor. Vacations may be taken on any of the days on which an employee is scheduled to work; however, employees are encouraged to take vacation during non-peak times. Administration reserves the right to deny vacation requests in mitigating circumstances.

Emergency Closing of Schools - If school does not convene, starts late, or dismisses early or your worksite is closed due to an emergency, employees who are normally scheduled to work may use leave without compensation, personal day, compensatory time, and/or vacation, provided they have such time remaining in the fiscal year. This does not pertain to custodial or maintenance staff who are required to work snow removal. Facilities Services will coordinate custodial and maintenance staff work schedules. School Nutrition Program staff needs to contact the district office if their school site is closed for any reason, other than a full district all school closure, to confirm food safety issues are taken care of.

Section 9 JURY DUTY

Subject to the provision on “Payment for Time Out on Jury Duty” (see below), a non-accumulative for as much time as is required will be provided to an employee to serve on a jury for which he/she is summoned by the court when such duty occurs during the employee’s regular work hours or workdays.

Employee Notice - An employee must notify his/her administrator/supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his/her administrator/supervisor upon termination of jury duty or when temporarily relieved of jury duty.

Payment for Time Out on Jury Duty - An employee who is unable to report for work because of jury duty will be paid the regular hours he/she is scheduled to work. The employee will reimburse the District the amount received from serving on jury duty (less any travel expenses received) to the Business and Operational Services office. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled.

Section 10 UNIFORMED SERVICES LEAVE

Uniformed Services Leave of Absence - 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 and state law.

Seniority/Length of Service During Uniformed Services 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 - 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:

1. Active duty and active duty for training;
2. Initial active duty for training;

3. Inactive duty training;
4. Full-time National Guard duty;
5. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
6. Funeral honors duty performed by National Guard or Reserve members; and/or
7. 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-11(d).

Request for Uniformed Services 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 Assistant Superintendent, Human Resources and Administrative Services or a designee.

Section 11 UNPAID LEAVES OF ABSENCE

Leaves Without Compensation

1. An employee may be granted a leave of absence without compensation for personal reasons for a period not to exceed one (1) year and providing it does not injure the program of the school system.
2. The conditions under which an employee may return from a leave for personal reasons shall be determined by the Board of Education upon the recommendations of the Superintendent at the time of approval of the request for such leave.
3. Unpaid medical leave approved as a reasonable accommodation will be provided subject to medical verification and shall not exceed one (1) year in duration unless otherwise required by law.
4. The immediate supervisor may grant leaves without compensation for short periods of time if there is no serious interruption of the operational program. Any applicable leave with compensation should be exhausted before leave without compensation is requested. This does not apply to Emergency Closing of Schools, Jury Duty, or Uniformed Services Leave.
5. The employee shall provide as much notice as possible for leave without compensation. If the notice is less than 48 hours, leave without compensation may be granted at the discretion of the immediate supervisor.

Section 12 BENEFITS

The District shall provide insurance (health, dental, life, short-term disability, and long-term disability) to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the District.

Annual Open Enrollment – The open enrollment period will be November 1 through November 15 annually.

During open enrollment:

1. A covered employee may make written application to elect coverage under the Plan for an eligible dependent; or
2. An eligible employee may make written application to elect coverage under the Plan for himself or herself and any eligible dependents provided the employee has met any applicable waiting period prior to becoming covered under the Plan.

The effective date of coverage will be January 1 following the enrollment period. The Pre-existing Condition Limitation provision shall apply. However, written application to elect coverage under the Plan may be made outside the open enrollment period as specified in the Special Enrollment Provisions and Miscellaneous Enrollment Provisions of the Plan.

Plan Option Election Period - The employer offers multiple plan options from which an employee can elect coverage (single/limited family/family). If eligible, a covered employee may elect to change from the Plan option in which currently enrolled into another Plan option, unless a qualifying event has occurred. In the case of a qualifying event, a covered employee has to change their Plan option within 30 days.

The election period to change Plan options can be found in the "Annual Open Enrollment" section (above).

Once the new Plan option has been elected, the employee may not change Plan options until the next Plan Option Election Period. Covered dependents must be enrolled under the same Plan option as the employee.

Eligibility - An employee who has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's health, dental, life, and long-term disability insurance. Employees whose assignments are less than fifty percent (50%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

Pro-ration of District Contributions - An employee who has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time, one hundred percent (100%) assignment, shall have the District's contribution pro-rated, consistent with the employee's percentage of employment. Those employees whose assignment is at least ninety percent (90%) and up to ninety-nine percent (99%) shall receive benefits based upon a full-time contract.

Premium Contribution for Health Insurance - Single/Limited Family/Family Coverage: for full-time employees who are eligible for and select coverage, the District shall pay no more than seventy-seven percent (77%) of the Single/Limited Family/Family premium. Employees shall be responsible for the remaining portion of the premium. All employees shall have a minimum contribution of twenty-three percent* (23%) for the cost of the premium.

*Employees may earn health insurance premium discounts by participating in the District Wellness Program. Any employee (employee and spouse for Family and Limited Family Plans) who have successfully completed the Level 1 Wellness Requirements shall

have a minimum contribution of fifteen point six percent (15.6%) for the cost of the premium. Any employee (employee or spouse for the Family or Limited Family Plans) who has/have successfully completed the Level 2 Wellness Requirements shall have a minimum contribution of fourteen percent (14%) for the cost of the premium. Any employee (employee and spouse for the Family and Limited Family Plans) who has successfully completed the Level 3 Wellness Requirements shall have a minimum contribution of twelve percent (12%) for the cost of the premium. Additional wellness incentives may be implemented.

Effective date of coverage is the first (1st) day of the month following the hire date.

Premium Contribution for Dental Insurance - Single/Limited Family/Family Coverage: for full-time employees who are eligible for and select coverage, the District shall pay no more than ninety percent (90%) of the single/limited family/family premium. Employees shall be responsible for the remaining portion of the premium. All employees shall have a minimum contribution of ten percent (10%) for the cost of the premium.

Premium Contribution for Vision Insurance - The District will offer a voluntary vision insurance (currently offered by Superior Vision). The employee may select the coverage for one hundred percent (100%) of the premium.

Premium Contribution for Life Insurance - When an employee becomes eligible for the WRS, the employee may elect coverage under the group life insurance plan. In the event an employee so elects, the employee will be responsible for 100% of the premium. Employees may purchase additional life insurance for themselves and/or their dependents at their own cost.

An employee must sign an application form within the first thirty (30) days of employment indicating whether he/she wants to participate or waive this right. Coverage becomes effective on the first day of the calendar month following the first six (6) months of employment.

Premium Contribution for Short-term Disability Insurance - The District will offer a voluntary short-term disability insurance. The employee may select the coverage and term and will be responsible for one hundred percent (100%) of the premium.

Premium Contribution for Long-term Disability Insurance - The District will pay one hundred percent (100%) of the premium for a long-term disability program with sixty-six and two-thirds percent (66 2/3%) of the salary benefit to the contracted plan maximum levels for the employee group. The elimination period shall be ninety (90) calendar days.

Medical benefits will be extended per COBRA law. During the elimination period, the Board of Education shall provide medical benefits as it does for other active employees.

Wisconsin Retirement System (WRS) Contribution - The District will contribute one hundred percent (100%) of the employer's share. The employee will pay one hundred percent (100%) of the employee's WRS contribution as required by State Statute.

Flexible Spending Account - The District will provide an Internal Revenue Service (IRS) authorized flexible spending account (FSA) under applicable sections of the Internal Revenue Code to permit employees to reduce their salary and contribute to a FSA to cover eligible expenses. Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the District and plan's administrator. The provisions of this plan shall be contingent upon the continuance of this benefit under applicable IRS regulations.

Liability Insurance - Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

Employee Survivor Benefits - In the event of an active or retired SASD employee's death, continuation of the spouse and family's coverage will be available under COBRA.

Section 13 EARLY RETIREMENT BENEFITS

These retirement options are in effect beginning July 1, 2014. Support Staff who are Medicare eligible (a person becomes Medicare eligible the first of the month that they turn 65 years of age) are not entitled to any District retirement benefits.

Tier Two Support Staff hired prior to July 1, 1993 and retiring after June 30th 2013 and qualifying for retirement by being age 60 with 15 years of service or age 55 with 20 years of service will receive:

\$1000 per year of service as a Support Staff employee (capped at a maximum district contribution of \$35,000) contributed into a Retiree Only/Premium Only Health Reimbursement Account. The account will become 100% vested upon retirement from the SASD.

Application for early retirement shall be made to the Board of Education through the Assistant Superintendent, Human Resources and Administrative Services, at least two (2) months prior to the employee's retirement.

Tier Three Support Staff hired after July 1, 1993 and qualifying for retirement by being age 60 with 15 years of service or age 55 with 20 years of service will receive:

\$500 per year of service as a Support Staff employee (capped at a maximum district contribution of \$17,500) contributed into a Retiree Only/Premium Only Health Reimbursement Account. The account will become 100% vested upon retirement from the SASD.

Application for early retirement shall be made to the Board of Education through the Assistant Superintendent, Human Resources and Administrative Services, at least two (2) months prior to the employee's retirement.

Staff members retiring after June 30, 2014 under Tier Two or Tier Three will not have the option to be included under *any* SASD insurance plans (This provision includes health, dental, prescription and vision.) except as provided under the Consolidated Omnibus Budget Regulation Act of 1985 (COBRA) regulations.

Section 14 DISCIPLINE AND TERMINATION

Employee Discipline - Employees may be disciplined or dismissed from employment at any time, for any reason related to their work performance or work related conduct which is determined to be unacceptable by the Assistant Superintendent, Human Resources and Administrative Services or designee.

Disciplinary action for acts of misconduct, violation of Board policies, or unacceptable work performance may include: oral reprimand, written warning, suspension, the length of which is determined by administration to effect the corrective goal of discipline, and termination.

The Assistant Superintendent, Human Resources and Administrative Services or his/her designee will impose disciplinary action to commensurate with the severity of the misconduct or unsatisfactory work performance, giving due regard to the prior employment record of the employee, and the importance of consistency with other disciplinary action taken within the District.

Reasons for discipline of an employee **include, but are not limited to:**

- Acts of dishonesty to include theft or falsification of District records.
- Insubordination.
- Conviction of a crime, the circumstances of which relate directly to the position of the employee.
- Fighting or causing a disturbance among co-workers.
- Off duty misconduct which has a readily discernible harmful effect on District operations.
- Excessive tardiness or absences.
- Willful violation of District written policies, rules, or directives.
- Loss or revocation of any required license.
- Use of official position or authority for personal profit, sexual purposes, or political advantage.
- Destruction or negligent use of District property.
- Engaging in discriminatory, harassing, or abusive conduct toward students or other District employees.
- Breach of confidentiality.
- Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority, or official standing of individuals or an organization, to include the District.
- Acceptance of any gift, favor, or service that might reasonably be viewed as tending to improperly influence an employee in the discharge of official duties.
- Sexual contact of any kind with any student.
- Failure or inability to master required work tasks.
- Inability to positively interact with other employees on a consistent basis.

- Failure to adhere to administrative rules and requirements or directives.

Before reaching a final decision to discipline an employee, the Assistant Superintendent, Human Resources and Administrative Services or designee will invite the employee to a conference. At the conference, the Assistant Superintendent, Human Resources and Administrative Services or designee will inform the employee of the reason for the proposed discipline, as well as the factual basis supporting disciplinary action. The employee has the right to request representation at the meeting. The employee will be asked to provide a response. The response will be considered in reaching a final disciplinary decision.

An employee may appeal a disciplinary action imposed by the Assistant Superintendent, Human Resources and Administrative Services or designee, in conformance with the District grievance procedure.

Section 15 WORKDAY

The Sheboygan Area School District has a strong tradition of working with our employees. We need to treat our employees well, seek their input, and work cooperatively with them in meeting the needs of the District.

Workday

1. The District has the flexibility to shift hours and/or workdays to accommodate program and building schedules with reasonable notice or in the case of an emergency. As events are scheduled, administrators will make a reasonable effort to schedule appropriate staff as soon as practical.
2. The District will make a reasonable effort to provide and establish consecutive work hours. This does not limit the District's right to re-establish the work hours as needed.

Definitions

1. *The Fair Labor Standards Act (FLSA)* is a federal labor law of general and nationwide application, including overtime, minimum wages, child labor protections, and the Equal Pay Act. The FLSA requires overtime compensation (at time and one-half) for all "hours worked" over a prescribed "threshold" (typically 40 hours per week), for "nonexempt" employees.
2. Exempt employees are not entitled to overtime pay or compensatory time.
3. Nonexempt - Nonexempt employees are entitled to overtime pay. Nonexempt employees are entitled under the FLSA to time and one-half their "regular rate" of pay for each hour they actually work over the applicable FLSA overtime threshold in the applicable FLSA work period.

For non-exempt positions:

1. Payment for hours worked will be at the employee's assigned wage and follow FLSA laws.
2. For the purposes of calculating overtime or compensatory time, sick leave, vacation, personal day, and holidays will be counted towards hours worked.
3. Employees required to work more than forty (40) hours per week may elect to receive compensatory time in lieu of cash payment. Compensatory time will accumulate at

the same rate as paid hours (at one and one-half [1.5]). Compensatory time may be accumulated up to a maximum of 32 hours. The compensatory time off must be scheduled at a time mutually convenient to the employee and the supervisor/administrator and with no additional cost accrued by the employer except in emergency situations as determined by the supervisor.

Unused compensatory time may be carried over into the next fiscal year. The compensatory time shall not be used in increments of less than one (1) hour. Overtime hours to be taken as compensatory time must be so indicated on the employee's timesheet when submitted to the payroll office. When an employee indicates that he or she is electing to bank overtime worked as compensatory time, he or she cannot later change such time banked to a cash payment. Employees shall be provided with accrued compensatory time on their payroll advice of deposit form.

For exempt positions:

1. It is understood that exempt employees will be at their work place sufficiently prior to and following their assignments to prepare and be available to meet District needs.

Lunch - One-half (1/2) hour duty-free lunch period, without pay, will be provided for an employee who works seven (7) or more hours in a day. Employees may be granted/assigned additional unpaid lunch period time with the approval of their immediate supervisor. The lunch period shall be provided approximately mid-way through the day.

Breaks - One (1) ten (10) minute break may be taken for each four (4) hour work period. These breaks are to be a short break for rest and are not intended to be "stacked" with lunch or carried over, unless approved by the administrator/supervisor.

Temporary Transfer/Sub Pay - An employee who is temporarily transferred to a higher paid classification will work for three (3) consecutive workdays before receiving the rate of the new classification unless the assignment has been pre-arranged to be three (3) consecutive days or more in which case the employee will receive the higher rate immediately. When three (3) consecutive days are accrued, the employee shall be paid at the position rate. When an employee is temporarily transferred to a lower paid job classification, he/she shall remain at the higher rate.

Flextime - As it is the goal and primary concern of the Sheboygan Area School District to provide optimum service to the community, it is imperative that the employee is able to perform the necessary and required functions of his/her position.

If mutually agreed between the Employee and the Employee's supervisor, the Employee may work a flexible work schedule of hours per day and days per week. Time must be made up in the same week when flextime is used.

Each week shall contain the same amount of weekly hours an Employee is normally scheduled to work per week. The hours per day and days per week may vary. It is understood that Employees on flextime shall be paid overtime only for those hours worked over the mutually agreed schedule and consistent with Federal Standard Labor Act law.

Vacation, sick leave, and leave without compensation taken when the Employee is on flextime shall be charged in hourly increments to cover scheduled flextime hours.

For such things as appointments, attending their own family activities and emergencies, supervisors are especially encouraged to work with employees for mutually agreeable flextime arrangements.

Shift Premium

1. Employees who begin work at 3:00 p.m. and are able to flex their start time at 12:00 p.m. or later, and have their work shift culminate in an eight (8) hour shift, shall receive a twenty cents (20¢) an hour night shift premium plus a paid lunch period break of twenty (20) minutes approximately midway during the consecutive eight (8) hour work schedule.
2. Employees who begin work at 11:00 p.m. or later and have their shift culminate in an eight (8) hour shift shall receive a forty cents (40¢) third shift premium plus a paid lunch break of twenty (20) minutes midway during the consecutive eight (8) hour work schedule.
3. Shift premiums will be awarded only during the school year, unless an employee is scheduled for year-round second or third shift employment.

Call-In Pay - In addition to regular work hours, employees are subject to call time. Any time an employee is called to return to work in addition to the regular schedule of hours, he/she shall be paid a minimum of one and one-half (1.5) hours at the overtime rate. Except in emergencies, all such overtime shall be scheduled and approved by the appropriate supervisor.

On-Call Pay - Employees occasionally receive calls at home when they are off-duty asking for assistance to solve problems. Many of these issues are solved over the phone, without the employee going to the worksite. To compensate for these disruptions, each employee who is on the call list will receive a monthly stipend of \$25. The District reserves the right to place and remove specific employees on the call list on a permanent or temporary basis.

Mileage - An employee shall be paid at the IRS rate per mile while driving his/her car in the course of employment.

Union Activities - No employee shall engage in any Union activity or Union business during working hours in any manner without approval from the immediate supervisor or his/her designated representative.

Appropriate Protective Gear - The District will provide appropriate protective gear for employees to wear or use when working with hazardous or noxious chemicals. Other requests shall first be made to the immediate supervisor.

Section 16 VACANCIES, ASSIGNMENTS, AND REASSIGNMENTS

The District retains the right to make shift, building, department, work task, and activity assignments and reassignments, and to place employees on lay-off. The District also retains the right to contract out for goods and services when deemed necessary. The Assistant Superintendent, Human Resources and Administrative Services or the

Coordinator of Human Resources may fill vacancies via reassignment of District staff or through an open posting to external candidates as considered appropriate.

Definitions - For the purpose of this *Support Staff Handbook* the following definitions apply:

1. A "vacancy" shall be defined as any newly created position, or any currently authorized position, which the District intends to fill.
2. An "assignment" shall be defined as the position an employee presently holds.
3. A "reassignment" shall be defined as a change of assignment.
4. "Classification" shall be defined as a group of employees based on job type. The District retains the right to create, eliminate, combine, and reorganize classifications to meet District needs.
5. The "seniority list" is a list of employees sorted by classification and ranked by date of hire or current assignment.
6. "Displaced Employees" are employees who change assignments as the result of elimination of a position.
7. "Notified Employees" are employees who have documents in their permanent employee file reflecting:
 - A. unsatisfactory work performance, or
 - B. disciplinary action.Notified employees will receive written notification from the Department of Human Resources as to their status as notified employees. Notified employees are not eligible to receive a raise, if offered.
8. A "laid-off employee" is one whose employment has been terminated or reduced because the assignment of the employee has been eliminated or reduced.
9. A "qualified employee" is on the seniority list in his/her classification or area of employment and is not a "notified employee."

Staff Reduction - In the event the Board of Education decides to reduce the number of employees, the reduction, insofar as possible, will be effected through normal attrition. If the reduction cannot be effected through normal attrition, employees in the classification or assignment where a reduction is to occur will be laid-off, with notified employees being laid off first. If there are no notified employees or an insufficient number of notified employees in the classification or assignment subject to elimination or reduction, the following criteria will be applied in selecting employees for lay-off, provided those who remain are qualified for the positions available:

1. Educational needs of the District;
2. Record of past work performance;
3. Nature and scope of the staff reduction, to include any requirements for reassignment;
4. General employee qualifications to include special training or education completed;
5. Previous assignments; and

6. Seniority within the classification or assignment.

If the criteria for lay-off, set forth above, are determined by the Assistant Superintendent, Human Resources and Administrative Services or Coordinator of Human Resources, to be equal as applied to two or more employees, the Assistant Superintendent, Human Resources and Administrative Services or Coordinator of Human Resources may elect to apply total years of District-wide service as a deciding factor.

Notification of Lay-off - Written notification of final lay-off will be given to the affected employee(s).

Benefits During Lay-off - Laid-off employees shall be eligible to continue coverage under health and dental insurance plans until the end of the month of lay-off, and then as authorized under the federal COBRA insurance continuation statute.

Recall - Laid-off employees will not have recall rights.

1. The District will notify employees on the lay-off list of District vacancies for two years, if the employee provides the District with a current e-mail address. Laid-off employees will be considered first for interviews. Laid-off employees will receive notices of vacancies at the same time as all active SASD staff members.
2. Laid-off employees may apply for externally posted vacancies.
3. If a laid off employee returns to full time employment with the District, the employee will retain credit for prior years of actual service, for all purposes.

Timeline For Filling Vacancies

For positions filled:

1. During the staffing season from March 1 to approximately April 30, vacancies will be filled in the following order: (Note: Notified employees will not be reassigned or transferred without permission of the Assistant Superintendent, Human Resources and Administrative Services or the Coordinator of Human Resources.)
 - A. Through reassignments within a building/classification;
 - B. With displaced employees applying the criteria established for lay-off; or
 - C. If vacancies still exist after reassignments and assignments of displaced employees, the procedure for May 1 through February 28 vacancies will be followed.
2. From May 1 through February 28, the following sequential steps will be applied until the vacancy is filled:
 - A. Posting the vacancy internally for a minimum of six (6) days, at which point the building principal/administrator, in consultation with a hiring committee, may either choose an internal candidate or decide to open the vacancy to external candidates. Principals/administrators will make decisions on hiring candidates with the assistance of an advisory committee made up of building staff members and representatives from the vacant classification or assignment;
 - B. Posting the position to external candidates and/or long-term substitutes; and

- C. Positions will be filled as Limited-Term (LT) appointments for the remaining term of the school year. For the following year, if the position is still needed, the position will be posted internally.

The procedures, described above, do not create an obligation to fill any vacancy.

All reassignments within a building/classification will be made prior to the determination that a vacancy exists.

An employee needs to be in their current assignment for at least ninety (90) days before posting for a new assignment. Employees with direct student contact may only transfer once per semester.

Reassignment

1. Employees who are reassigned may apply for vacancies and will be given reasonable consideration for reassignment to a previous building/assignment if an opening occurs.
2. Reassignment(s) will occur prior to the posting of any vacancies.

Initial Probationary Period for New Employees

1. All employees shall serve a one (1) year probationary period. During such initial probationary period, employees shall not be dismissed or non-renewed for arbitrary or capricious reasons.
2. If there is an issue(s) the probationary period may be extended up to one (1) additional year by request of the administrator/supervisor and approval of the Department of Human Resources.
3. When an employee transfers from a position to a new position, they shall serve a four (4) month probationary period in the new position.

Retained Seniority - Each employee shall maintain seniority on the seniority list.

Rehiring of Former Employees - Former employees who have left the service of the Board of Education and are subsequently rehired will be considered as new employees under the interpretation and application of this *Support Staff Handbook*.

Section 17 JOB SHARING

The concept of job-share is designed to provide options for support staff, which respond to the changing needs of individuals and the Sheboygan Area School District. Job Share arrangements must be approved by the supervising administrator and the Department of Human Resources.

Definition - "Job-sharing" is defined as a voluntary program instituted by the District to provide the opportunity for two employees to share one full-time equivalent district position. All wages, fringe benefits, leaves, and all other rights and benefits provided by the District shall be prorated on the basis of the percentage of the full-time equivalent position that the individual job sharer works. The Coordinator of Human Resources or his/her designee must approve all job share requests.

Job Responsibilities - Specific job responsibilities shall be jointly determined by the job holders and the supervisor(s) at the time the job sharing agreement is signed. In the event of a disagreement between the shares, job share responsibilities will be assigned by the supervisor(s). The list of job responsibilities shall be appended to the individual agreement and shall include the items in the addendum/form.

Additional Information - For additional information and conditions please refer to the Job Share Request Form.

Section 18 PROFESSIONAL GROWTH

Educational Assistant and Hearing Interpreter Professional Development Stipend - Educational Assistants and Hearing Interpreters who participate in training outside their regular work hours to enhance their knowledge and skills in the education field will receive an annual stipend. Educational Assistants and Hearing Interpreters will receive \$40 for four (4) hours of training, \$80 for eight (8) hours of training, \$120 for twelve (12) hours of training, and \$160 for (16) sixteen hours of training. This stipend shall not be payable in smaller increments. There must be four (4) hours of training to reach the first tier, eight (8) hours of training to reach the next tier, etc. Educational Assistants and Hearing Interpreters who train other staff will receive credit toward stipend hours in addition to their pay.

Certification Fees - Employees shall be reimbursed for the fee cost of any State certification and/or license, or renewal thereof, which is required in their work in the District unless the employee fails to meet the requirements for renewal. Contact Human Resources for eligibility specifics.

Commercial Driver's License - The Board of Education will reimburse employees who are required to hold a commercial driver's license in the course of their duties, for fees charged by the State of Wisconsin to issue the license.

**Appendix A
Secretary Job Classifications**

Grade 7
Central Sub Caller Secretary
Central Support Accounts Payable Secretary
Central Support Community Recreation Department Receptionist
Central Support Coordinator Secretary (instructional services, special education, instructional technology)
Central Support Financial Secretary
Central Support Records Secretary
Central Support Special Education Secretary
Elementary/Program Secretary (EC/elementary)
Middle School Records Secretary
Middle School Secretary
High School Activities Secretary
High School Attendance Secretary
High School Guidance Secretary
High School IMC Secretary
School Records Secretary - North
High School Student Office Secretary
Grade 8
Central Support Assessment Secretary
Central Support Auxiliary Services Secretary
Central Support Census Secretary
Central Support Community Recreation Department Director Secretary
Central Support Facilities Management Secretary
Central Support Information Services Secretary
Central Support Payroll Secretary
Central Support Student and Instructional Services Secretary
Central Support Social Services Secretary (social worker, psychology)
Central Support Superintendent Secretary
Central Support Transportation Secretary
Elementary/Program Head Secretary (EC/elementary, Tower)
ELL Secretary
Middle School Head Secretary
High School Principal Secretary
High School, Community Recreation Department Financial Secretary
School Records Secretary – South
Central Support Payroll Specialist

Appendix B
Educational Assistant Job Classifications

Group II
Child Care
Regular Education/General
Special Education
Group III
Science Center
IMC
Special Education – Self-contained
Group IV
English Learner (EL) (language proficient)
Special Education – medical needs
Tower
Kidship and Teenship
Group V
EL/Bilingual Translator
Group VI
Library Technology Assistant
Security Assistant
Truancy Officer

Appendix C
Support Staff Pay Ranges

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Group II, III, IV EA	\$12.80	\$13.33	\$13.87	\$14.40	\$14.93	\$15.47	\$16.00
Group II SP, III SP, IV SP - Kidship/Teenship/IDS EA	\$13.55	\$14.08	\$14.62	\$15.15	\$15.68	\$16.22	\$16.75
Group III/VI - IMC/Building Tech. EA	\$13.90	\$14.48	\$15.06	\$15.64	\$16.22	\$16.80	\$17.38
Group V - EL/Bilingual EA	\$14.20	\$14.79	\$15.38	\$15.98	\$16.57	\$17.16	\$17.75
Group VI EA	\$15.00	\$15.63	\$16.25	\$16.88	\$17.50	\$18.13	\$18.75
M-2 Mechanic	\$19.20	\$20.00	\$20.80	\$21.60	\$22.40	\$23.20	\$24.00
M-4 HVAC Specialist	\$24.60	\$25.63	\$26.65	\$27.68	\$28.70	\$29.73	\$30.75
M-5 Plumber	\$24.80	\$25.83	\$26.87	\$27.90	\$28.93	\$29.97	\$31.00
M-8 Mechanic w/JC	\$23.60	\$24.58	\$25.57	\$26.55	\$27.53	\$28.52	\$29.50
R-2 Recreation Maintenance Specialist	\$19.20	\$20.00	\$20.80	\$21.60	\$22.40	\$23.20	\$24.00
R-3 Recreation Foreman	\$20.40	\$21.25	\$22.10	\$22.95	\$23.80	\$24.65	\$25.50
C-2 Custodian	\$15.20	\$15.83	\$16.47	\$17.10	\$17.73	\$18.37	\$19.00
C-3 Night Foreman	\$17.00	\$17.71	\$18.42	\$19.13	\$19.83	\$20.54	\$21.25
C-4 Head Custodian - Elementary	\$17.40	\$18.13	\$18.85	\$19.58	\$20.30	\$21.03	\$21.75
C-5 Head Custodian/Store Clerk	\$17.60	\$18.33	\$19.07	\$19.80	\$20.53	\$21.27	\$22.00
C-6 Head Custodian - Middle	\$17.80	\$18.54	\$19.28	\$20.03	\$20.77	\$21.51	\$22.25
C-7/8 Head Custodian - HS/Central	\$18.20	\$18.96	\$19.72	\$20.48	\$21.23	\$21.99	\$22.75
O-1 Delivery & C-5 Store Clerk	\$17.60	\$18.33	\$19.07	\$19.80	\$20.53	\$21.27	\$22.00
O-3 Printing Services Supervisor	\$21.40	\$22.29	\$23.18	\$24.08	\$24.97	\$25.86	\$26.75
O-4 Stockroom Supervisor	\$21.40	\$22.29	\$23.18	\$24.08	\$24.97	\$25.86	\$26.75
O-5 Printing Services Operation Technician	\$18.40	\$19.17	\$19.93	\$20.70	\$21.47	\$22.23	\$23.00
F-1 Assistant Cook	\$11.80	\$12.29	\$12.78	\$13.28	\$13.77	\$14.26	\$14.75
F-2 Cook	\$13.00	\$13.54	\$14.08	\$14.63	\$15.17	\$15.71	\$16.25
F-3 Lead Cook	\$13.60	\$14.17	\$14.73	\$15.30	\$15.87	\$16.43	\$17.00
F-4 Production Cook	\$14.40	\$15.00	\$15.60	\$16.20	\$16.80	\$17.40	\$18.00
Carpenter w/JC	\$23.60	\$24.58	\$25.57	\$26.55	\$27.53	\$28.52	\$29.50
E-1 & E-4 Electronics & PC Support	\$20.60	\$21.46	\$22.32	\$23.18	\$24.03	\$24.89	\$25.75
E-2 Electrician	\$23.60	\$24.58	\$25.57	\$26.55	\$27.53	\$28.52	\$29.50
Secretaries Grade 8	\$16.00	\$16.67	\$17.33	\$18.00	\$18.67	\$19.33	\$20.00
Secretaries Grade 7	\$15.20	\$15.83	\$16.47	\$17.10	\$17.73	\$18.37	\$19.00
Payroll Specialist	\$18.00	\$18.75	\$19.50	\$20.25	\$21.00	\$21.75	\$22.50
Hearing Interpreter	\$20.20	\$21.04	\$21.88	\$22.73	\$23.57	\$24.41	\$25.25
School Security Officer	\$14.40	\$15.00	\$15.60	\$16.20	\$16.80	\$17.40	\$18.00
School Bilingual Translator	\$17.20	\$17.92	\$18.63	\$19.35	\$20.07	\$20.78	\$21.50
Lunch Room Supervisor	\$9.80	\$10.21	\$10.62	\$11.03	\$11.43	\$11.84	\$12.25
Management Non-Exempt	\$18.40	\$19.17	\$19.93	\$20.70	\$21.47	\$22.23	\$23.00

After Step 6, employees will receive the Board approved increase.

7/31/19

Appendix D

Performance Increase for Non-Exempt Support Staff

Non-exempt support staff will be eligible for a performance increase of .25¢ per hour after five consecutive years with a performance evaluation rating of 2.8 or higher.

If an employee has one year during that five year period with a rating of between 2.4 and 2.7, they will be given an additional year to achieve a rating of 2.8 or higher for a total of five of six consecutive years with ratings of 2.8 or higher and be eligible for a performance increase of .25¢ per hour.

In order for this premium to take place sooner than five years from now, the following schedule will apply:

- Employees with 25+ years of service as of 7/1/16 are eligible for the .25¢ premium effective 7/1/17 using one year of evaluation data.
- Employees with 20+ years of service as of 7/1/16 are eligible for the .25¢ premium effective 7/1/18 using two years of evaluation data.
- Employees with 15+ years of service as of 7/1/16 are eligible for the .25¢ premium effective 7/1/19 using three years of evaluation data.
- Employees with 5+ years of service as of 7/1/16 are eligible for the .25¢ premium effective 7/1/20 using four years of evaluation data.
- Employees with under 5 years of service as of 7/1/16 are eligible for the .25¢ premium effective 7/1/21 using five years of evaluation data.

NON-DISCRIMINATION STATEMENT

It is the policy of the Sheboygan Area School District that no person shall, on the basis of age, handicap, marital or parental status, national origin, pregnancy, race, religion, sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

Questions or inquiries concerning this policy can be directed to:

Andrea Holschbach, Assistant Superintendent

Human Resources
Title IX Coordinator
(920) 459-3553

Jacob Konrath, Assistant Superintendent
Student and Instructional Services
Section 504 Coordinator
(920) 459-3781

830 Virginia Avenue, Sheboygan, Wisconsin 53081