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# Professional Staff Employee Handbook Howards Grove School District

This handbook pertains to all  
Howards Grove School District Professionals  
(Employees Classified as Exempt Employees by Fair Labor Standards Act)

*Adopted June 27, 2012*

*Revised December 16, 2013*

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The Howards Grove School District does not discriminate in the employment of professional staff on the basis of any characteristic protected under State or Federal law, including, but not limited to, race, color, age, sex, creed or religion, handicap or disability, marital status, genetic information, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law in its employment practices. (Board Policy 3122)

## INTRODUCTION

At first glance, the Professional Staff Employee Handbook may only seem to be a collection of information about policies and procedures, but policies and procedures have meaning only as they apply to people and as people work with them.

A school has no significance by itself. The success of Howards Grove School District depends upon the people who work here - both staff and students. The school is not impersonal, segregated and isolated. A school is a group of people working together to achieve a common purpose. At Howards Grove Schools, our purpose is to promote and provide the finest program of elementary and secondary education to be found anywhere.

Each person associated with the Howards Grove School District - whether it is student, faculty member, office personnel, custodial staff, administrator, board member, food service personnel, substitute teacher, coach, or any other - contributes to the success of the institution. Each adds something vital to the achievement of our goal. You and your work are important to the Howards Grove School District.

This handbook is prepared to help you understand the policies which govern the institution and acquaints you with your benefits, rights, and responsibilities as a member of the Howards Grove School District. Although we have done our best to be as comprehensive as possible in this handbook, it is not possible to be all-inclusive in any handbook or policy of all situations or possibilities that may arise.

If, after reading this handbook, you have questions regarding other matters, please feel free to contact Human Resources in the District Office or discuss them with your supervisor. School Board Policies are also available on the District's website. Please let us know how we can help you.

## DEFINITION OF EMPLOYEES COVERED BY PROFESSIONAL STAFF EMPLOYEE HANDBOOK

**Employees classified as exempt employees by the Fair Labor Standards Act (FLSA) are employees covered by the Professional Staff Employee Handbook.** Exempt employees are individuals who are exempt from the State and Federal overtime provisions.

In general, District positions that are considered Exempt staff positions are teachers, administrators, substitute teachers, coaches, and employees in supervisory positions. To qualify as an Exempt employee, employees must generally meet certain tests regarding their job duties and be paid on a salary basis.

In general, District positions that are considered Non-Exempt staff positions are teacher aides, library aides, administrative assistants, educational interpreters, custodians, cleaners, food service personnel, noon/playground supervisors, and student employees. **Non-exempt employees are NOT covered by the Professional Staff Handbook and should refer to the District's Support Staff Handbook and/or individual contracts if applicable.**

**Each employee is classified by his/her PRIMARY position only for all work performed for the District. If you have any questions about your classification as an exempt or non-exempt employee, please contact Human Resources in the District Office.**

## THE HOWARDS GROVE SCHOOL DISTRICT MISSION

### MISSION OF THE DISTRICT (Board Policy 2105)

#### Philosophy of Education

Recognizing our District's youth as its greatest asset, and their education as perhaps the community's greatest single responsibility, the Board of Education and the teaching staff consistently strive to serve the best interests of the youth and the community. It is believed that the best interests of youth are served by a school that is in part described in the following statement of philosophy and purpose. The broad goals of the Howards Grove School District are:

- A. to equip the individual with the fundamental skills of computation, reading, writing, listening, speaking, thinking, decision-making, and computer literacy as tools for further achievement;
- B. to stimulate the individual's curiosity, creativity, independence, and achievement;
- C. to develop in the individual the ability to change and adapt to new problems;
- D. to provide opportunities for the individual to participate in activities which promote appreciation of the fine arts;
- E. to develop in each individual an understanding and an appreciation of the American political and economic system and to be prepared for the responsibilities of citizenship;
- F. to develop in the individual an appreciation of individual human worth in respect to one's self and others;
- G. to provide each individual with a fundamental understanding of science and technology, the influence of science and technology on human life, and the basic scientific and technological facts concerning the nature and the world in which we live;
- H. to stress to each individual that good mental and physical health are necessary to attain full potential; and
- I. to help each individual understand and feel the satisfaction of a job well done, become aware of vocational opportunities, and be prepared to enter an occupation suited to individual abilities and interests.

## TABLE OF CONTENTS

INTRODUCTION .....	2
DEFINITION OF EMPLOYEES COVERED BY THE PROFESSIONAL STAFF EMPLOYEE HANDBOOK.....	2
MISSION STATEMENT .....	3
<u>PART I: PROCEDURES/TEACHING CONDITIONS</u>	
Management Rights .....	6
Association Rights .....	7
Working Hours/Professional Hours .....	7
School Calendar .....	8
Emergency School Closing .....	8
Inclement Weather Days .....	8
Individual Contracts .....	8
Probationary Status .....	9
Physical Examinations .....	9
Criminal History Record Check .....	9
Vacancies .....	9
Evaluations / Howards Grove School District Professional Growth Evaluation Model .....	10
Staff Discipline .....	10
Non-renewals .....	11
Reduction in Staff .....	11
Resignation of Teachers .....	12
Grievance Procedure .....	13
Non-Discrimination .....	15
Anti-Harassment .....	17
Drug-Free Workplace .....	17
Staff Requirement to Report Suspected Child Abuse and Neglect .....	18
Reporting Work-Related Injuries or Illnesses .....	19
Recordkeeping Requirements .....	19
<u>PART II: BENEFITS</u>	
DEFINITIONS OF PROFESSIONAL STAFF FOR ADMINISTERING BENEFITS.....	20
Insurance Benefits: .....	20
Health Insurance .....	21
Dental Insurance .....	22
Section 125 Plan / Flexible Spending Accounts .....	22
Group Life Insurance .....	23
Long Term Disability Insurance (LTD) .....	23
Short Term Disability Insurance (STD) .....	23
Voluntary Supplemental Insurance (AFLAC).....	23
Alternate Benefit Plan (ABP)/Cash in Lieu of Medical Premiums (CMP) .....	24
Determination of Insurance Carriers .....	24

Retirement Benefits: .....	25
WRS Contribution .....	25
District Retirement Savings Plan / 403(b) Plan .....	25
Voluntary Early Retirement .....	25
Retired Teachers and Substitute Teaching .....	27
Leave Benefits: .....	27
Sick Leave .....	27
Emergency Leave .....	28
Family Medical Leave .....	29
Military Leave .....	29
Unpaid Leave Requests .....	29
Leave for Extended Period of Time .....	30
Other Benefits: .....	30
Personal Day .....	30
Holiday Pay .....	31
Vacation Pay .....	31
Jury Duty .....	32
Mileage Reimbursement .....	32

**PART III: COMPENSATION**

Salary & Credit Reimbursement .....	33
Payment .....	34
National Board Certification .....	34
Summer School, Curriculum Work, Extended Contract .....	35
Mentors .....	35
Extra-Duty Categories & Pay Schedule .....	36
Co-Curricular / Extra-Curricular Activities Pay Schedule .....	37

APPENDIX: Howards Grove School District, Employee Savings Plan, 403(b) Plan .....	38
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APPENDIX: Insurance Rates for January 1-August 31, 2014 .....	41
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FORMS: ACKNOWLEDGMENT OF RECEIPT OF PROFESSIONAL STAFF EMPLOYEE HANDBOOK .....	42
<i>(TWO COPIES—ONE FOR STAFF MEMBER TO KEEP; ONE TO RETURN SIGNED)</i>	

**Disclaimer:**

**PROFESSIONAL STAFF EMPLOYEE HANDBOOK PROVISIONS**

The terms described in this Professional Staff Employee Handbook may be altered, modified, changed, or eliminated by the School District at any time, with or without prior notice, upon a majority vote of the Board of Education. This handbook cannot be all-inclusive of every possibility or situation that may arise.

This Professional Staff Employee Handbook and all provisions contained herein do not establish conditions of employment, are not a guarantee of employment, and are not an employment contract, expressed or implied.

## **PART I: PROCEDURES/TEACHING CONDITIONS**

### **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin, and of the United States. In doing so, the Board of Education exercises all rights of possession, care, control and management of the property, affairs, and operations of the School District, and may do all things reasonable to promote the cause of education in the District, including, but not limited by enumeration to the following:

1. To direct all operations of the District;
2. To maintain efficiency of school systems operations;
3. To take whatever action is necessary to comply with State and Federal law;
4. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
5. To oversee the executive management and administrative control of the school and its properties and facilities, and the supervision and management of teachers with regard to work assignments;
6. To contract out for goods or services as the Board of Education may determine appropriate;
7. To determine the methods, means, and personnel by which school system operations are to be conducted;
8. To select employees, establish job criteria, and evaluate employee performance;
9. To hire, promote, transfer, schedule, assign, and evaluate employees in positions within the school system;
10. To place employees on layoff from employment;
11. To create new positions or departments and to introduce new and improved operations, work practices, methods, or facilities and to permanently or temporarily terminate, consolidate, transfer, or modify existing positions, departments, operations, or work practices;
12. To create, combine, modify, and eliminate positions within the School District;
13. To warn, reprimand, suspend, demote, discharge, and take other disciplinary action against employees;
14. To determine the size and composition of the work force, to determine the work to be performed by work force and each employee, and to determine the competence and qualifications of employees;
15. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
16. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

17. To establish reasonable work loads, work rules, and schedule of work; and
18. To determine class schedules, the hours of instruction, the hours and schedules of work, and the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

## **ASSOCIATION RIGHTS**

1. Howards Grove Education Association (HGEA) employees have the freedom of association, self-organization, and the designation of representation of their own choosing to negotiate with the District over base wages, as set forth in the Wisconsin Statutes.
2. No HGEA activity shall interfere with the regular assigned duties of the staff or the instructional programs of the school.
3. The HGEA may use school mailboxes, school equipment, email accounts, and fax machines for the preparation and distribution of communications to members of the bargaining unit. Nothing which is derogatory of the Board, School District, Administration, or any of its employees will be placed in the mailboxes.
4. The HGEA may use school buildings for the purpose of Association meetings, without charge, upon approval of the District Administrator.
5. Upon approval of the District Administrator, non-employee representatives of the HGEA may have access to school district personnel during the teachers' school day with regard to negotiation of base wages.

## **WORKING HOURS/PROFESSIONAL HOURS**

Teachers normal working hours in grades PK through 4<sup>th</sup> are 8:00 a.m. to 4:00 p.m. Normal working hours for teachers in grades 5 through 12 are 7:30 a.m. to 3:30 p.m. It is understood that as professionals, teachers will be at their work place sufficiently prior to and following their assignment to prepare and be available to meet student needs and to provide time for administrative, colleague, and parent interaction. Under ordinary circumstances, unless excused by their building administrator, teachers are expected to be present at school during all normal hours and to satisfy all professional obligations which include, but are not limited to: staff meetings, IEP meetings, student planning meetings, parent-teacher meetings, department meetings, or activities of a similar nature, which may not occur during "normal" working hours. In this event, teachers receive no additional remuneration above their regularly paid wages.

The administration will also work with staff to use professional hours, whenever possible, to allow flexibility if a staff person needs to leave school for a limited time during scheduled student-contact time for personal reasons. Routine and repetitive absences during normal hours are not authorized without prior permission of the building principal.

Each teacher shall have a duty free lunch period of thirty (30) consecutive minutes daily. Variances from the foregoing may be negotiated with the individual teacher.

For part-time teachers, all portions of time including, but not limited to, work day, student contact time, and preparation time, shall be prorated in accordance with the percentage under which the contract is written.

## **SCHOOL CALENDAR**

Teachers will be employed for the school year as set forth in the calendar as developed by the Board of Education (190 days).

## **EMERGENCY SCHOOL CLOSING**

In the event that schools are closed due to inclement weather or other emergencies, schools may be closed on a building-by-building basis at the discretion of the administration. In the event school is closed while in session, the staff shall be released within fifteen (15) minutes of the students being appropriately dismissed. When a school is closed, the teachers of that school may be required to report to work. The District will notify employees if/when the day will be rescheduled.

## **INCLEMENT WEATHER DAYS**

- A. Teachers shall be contracted for 190 days. It is agreed that the 190 days shall include 180 actual “face to face” teaching days. The first two days when school is not held due to inclement weather will be made up with students. The third day will be made up as in-service with teachers only.
- B. If additional snow days occur, the preceding cycle of snow make-up days will be repeated provided the state required days and minutes of instruction are met and that the in-service day does not break up said face-to-face days.

## **INDIVIDUAL CONTRACTS**

Individual contracts will be issued no later than June 15th for the following school year. On or before May 15<sup>th</sup> of the school year during which a teacher holds a contract, each teacher shall be given written notice of renewal or refusal to renew the teacher’s contract for the ensuing school year.

Limited term contracts will be considered temporary hires. The terms of the contract will be stated in the limited term contract.

Teachers must return signed contracts within ten (10) calendar days of their issuance.



## **PROBATIONARY STATUS**

The first three individual employment contracts of all teachers employed by the District will contain a provision through which the teacher agrees to probationary status and that the teacher may be suspended or terminated from employment at any time, for reasons involving work performance or work related conduct of the teacher which are determined to be unacceptable to the Board of Education. Teachers will receive one summative evaluation comprised of three clinical observations every year for the first three years with the District. Thereafter, all teachers will receive a summative evaluation every third year.

## **PHYSICAL EXAMINATIONS (Board Policy 3160)**

All new employees of Howards Grove School District are required to have a physical examination and tuberculosis test prior to employment. This examination is required by state statutes. The cost of the required examination as it pertains to state statutes will be paid by the District. Appointments should be scheduled with Aurora Occupational Health Services in Sheboygan at 920-457-4461. Health examination forms can be obtained from the District website or from the district's human resources department.

Freedom from tuberculosis in a communicable form is a condition of employment.

## **CRIMINAL HISTORY RECORD CHECK (Board Policy 3121)**

The District requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's professional staff.

No contract with the teacher as a new employee is considered binding until a background check is completed and found to be satisfactory.

In addition, the District reserves the right to do a criminal background check of any employee at any time during employment with the District.

## **VACANCIES (Board Policy 3132)**

It shall be the policy of the District to employ the person best suited to perform the duties of a particular District vacancy at any level.

Whenever possible, vacant positions shall be posted internally for a period of five (5) days before being posted externally. Internal posting does not provide any preference for internal candidates.

## **EVALUATIONS (Policy 3220) or Howards Grove School District Professional Growth Evaluation Model**

The primary goal of supervision and evaluation is to insure the best possible educational experiences for all students in the district. It is a cooperative process for the teacher and the supervisor to identify where the professional growth of the teacher and the quality of the instructional program can be enhanced. Teachers will receive one summative evaluation comprised of three clinical observations every year for the first three years with the District. Thereafter, all teachers will receive a summative evaluation every third year.

## **PROFESSIONAL STAFF DISCIPLINE (Board Policy 3139)**

The District retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator or designee may administer discipline.

### Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform the employee that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. Employees must also be informed that refusal to answer questions may be considered in determining discipline.

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

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

1. Oral Reprimand, with a written record placed in the employee file
2. Written Warning
3. Suspension, the length of which is determined by the administration to effect the corrective goal of discipline; and
4. Termination, pursuant to Policy 3140

The District Administrator may skip one or all steps in the progressive discipline model when she/he deems that the severity of the offense requires more substantial discipline, or in the case of termination, where the District Administrator determines that the conduct is so egregious as to require the staff members immediate termination of employment, consistent with Policy 3140.

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

### **NON-RENEWALS (Board Policy 3140)**

- A. The individual employment contracts of teachers in the District are subject to renewal or non-renewal on a statutory basis, as prescribed in Section 118.22, Wis. Stats. No teaching contract shall be non-renewed for arbitrary or capricious reasons. Employment contract renewal and non-renewal shall be undertaken exclusively in conformance with the provisions of Section 118.22, Wis. Stats. The employment contract non-renewal procedure is governed by state law and is not subject to the grievance procedure contained in this Handbook.
- B. A written preliminary notice of consideration of non-renewal will be issued at least fifteen (15) days before giving formal written notice of non-renewal.
- C. Final non-renewal notice will be given at least fifteen (15) days after the preliminary notice of consideration of non-renewal, but not later than May 15, unless the deadline is extended by specific agreement of the concerned teacher, in writing.

### **REDUCTION IN STAFF (Board Policy 3131)**

In the event that the Board determines to reduce the number of employee positions (full layoff) or the number of hours or days in any position (partial layoff), the following provisions shall apply.

#### **A. Layoff Notice and Effective Date of Layoff**

Employees who have been selected for layoff shall be notified in writing by June 1 of the pending layoff for the forthcoming school year. The layoff of each teacher shall commence on the day after he/she completes the teaching contract for the current school year.

- B. If, due to an emergency circumstance, the Board determines to layoff (full or partial) an employee or employees for the second semester, the following notice and effective date shall apply. Employees selected for layoff shall be notified in writing by December 15 of the pending layoff for the second semester of the, then, current school year. The layoff shall commence on the first day of the second semester of that year.

- C. In the implementation of staff reductions under this Article, individual teachers shall be selected for full or partial layoff in accordance with the following steps.

#### **1. Attrition**

Normal attrition resulting from employee's resigning will be relied upon to the extent it is administratively feasible in implementing necessary layoff.

#### **2. Voluntary Layoff**

An employee who holds a position for which a laid off employee is qualified may volunteer for layoff to become effective only if the offer is accepted by the District.

3. The Board shall select employees for reduction utilizing the following, equally weighted criteria:
  - a. Certification and other qualification of the employees being considered for reduction;
  - b. performance of employees, based on performance evaluations;
  - c. input from direct supervisors.

The District Administrator shall determine the appropriate employees for reduction, considering all factors that he or she deems important and in the best interests of the District. Length of service to the District may be considered.

- D. The layoff of each employee will commence on the day after the last day worked. If the last day of work is the last day of school, the District will continue to pay the applicable insurance premiums through August 31 at the same percentage as of the last day of the school year. The employee must pay the balance of the insurance premiums by means of payroll deduction from the final salary payments received. If the employee declines to pay the premiums, coverage will cease at the end of the month of the last day worked. Laid-off employees shall be eligible to continue coverage under the District insurance plans, in conformance with the COBRA statute, but must pay the total cost of premiums.
- E. The District has no obligation to contact an employee who has been laid off, when new openings arise. Likewise, no employee is entitled to a future position or is provided unqualified preference over other applicants. Staff whose employment ended with the District due to a reduction in force are welcome to apply for future positions with the District, if applicable.

#### **RESIGNATION OF TEACHERS (Board Policy 3140)**

Teachers under individual contracts who terminate their services with the School District after June 15th shall make payments as scheduled below as liquidated damages for Board costs, incurred in securing a replacement teacher. Terminations caused by circumstances arguably beyond the individual's control may be cause to waive all or part of liquidated damages as determined by the Board, upon request of the teacher.

Schedule of maximum payments:	On or between June 1 and June 30, \$500
	On or between July 1 and July 31, \$1,000
	On or after August 1, \$1,500

A check for the appropriate amount must accompany the resignation.

## **GRIEVANCE PROCEDURE (Board Policy 3340)**

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

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

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

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

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

### **A. District Administrator**

This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

### **B. Hearing Before an Impartial Hearing Officer**

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance.

### **C. Board of Education**

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall, after discussion with appropriate personnel and after hearing the grievance, make a decision by majority vote, which shall be final.

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

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

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

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rules related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risks.
- B. "Termination" does not include voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include termination of an employment contract due to reduction in force under Policy 3131 and Policy 4131.
- C. "Employee discipline" refers to unpaid suspensions, written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file.

Adopted 8/15/11, Revised 9/19/11



Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.

#### Step 2

If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, he/she may submit, in writing, a signed statement of appeal to the District Administrator within five (5) business days after receipt of the Coordinator's response. The District Administrator shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days of receiving the written appeal.

#### Step 3

If the complainant remains unsatisfied, he/she may file a written appeal with the Board of Education within five (5) business days of his/her receipt of the District Administrator's response in Step 2. In an attempt to resolve the complaint, the Board of Education shall meet with the parties and their representative within twenty (20) business days of the receipt of the appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting.

The complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

The Civil Rights Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the office of the District's Civil Rights Coordinator.

The complaint must generally be filed within 180 days of the date the discrimination occurred. You do not have to file a complaint with the District before filing a complaint with the Office for Civil Rights, and you may file complaints with both the District and the Office for Civil Rights if you wish to do so.

#### Negotiated Agreements

Language that has been negotiated, and is in part or in whole contradictory to the above grievance procedure, will prevail. Any individuals who are a part of a bargaining unit should review both documents yearly to determine the appropriate grievance procedure.

#### Prohibition Against Retaliation

The District will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal civil rights law, or because that individual made a change, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

#### False Information

Any individual who knowingly files a false complaint or knowingly provides false information concerning a complaint shall be subject to disciplinary action.



111.31 et seq., 118.195, 118.20, Wis. Stats.  
20 U.S.C. 1681 et seq., Title IX  
29 U.S.C. 701 et seq., Rehabilitation Act of 1973  
42 U.S.C. 12112, Americans with Disabilities Act of 1990  
42 U.S.C. 2000e et seq., Civil Rights Act of 1964  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

### **EMPLOYEE ANTI-HARASSMENT (Board Policy 3362)**

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

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur between employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

Any employee who believes he/she has been the victim of harassment is encouraged to immediately report the alleged harassment to the Complaint Coordinator, the building principal, or the District Administrator.

### **DRUG-FREE WORKPLACE (Board Policy 3122.01)**

The District prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event.

The term "District-related activity or event" includes, but is not limited to, all District sponsored curricular, extra-curricular, co-curricular and student or staff training events whether on or off school property, and any field trip or other District sponsored trip including national and international trips.

Employees are to report to work free of the effects of all mood-altering drugs, including alcohol. The use, possession, sale or intent to sell, transfer of drugs, drug paraphernalia, or having illegal drugs or chemicals in a person's system in or on District property, or in any District owned or contracted vehicle is prohibited.

The use of or sale of alcohol on District property, at any District sponsored event or trip, or in any District-owned or contracted vehicle is prohibited.

Staff members who agree to or are assigned to supervise student activities or trips shall not violate this guideline during the entire duration of the activity or trip whether students are or are not immediately present.

The District wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the District prohibits the possession, transfer, sale, or use of such materials on its premises. The District requires the cooperation of all employees in administering this policy.

Desks, file cabinets and other storage devices may be provided for the convenience of employees but remains the sole property of the District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the District at any time, either with or without prior notice.

Any staff member who violates the District policy shall be subject to disciplinary action in accordance with District guidelines.

When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy and State and Federal law.

Employees that feel they may be experiencing or developing dependency on alcohol or other drugs are encouraged to take advantage of the District's Employee Assistance Program (EAP) Policy 3170.01 before a violation of this policy occurs. Alcohol or drug dependency does not excuse any employee from the requirements of this policy.

#### **STAFF REQUIREMENT TO REPORT SUSPECTED CHILD ABUSE AND NEGLECT (Board Policy 8462)**

The District shall require every employee to receive training provided by the Department of Public Instruction (DPI) in identifying children who have been abused or neglected and in the laws and procedures detailed in School Board Policy governing the reporting of suspected or threatened child abuse and neglect. Such training shall be completed within the first six (6) months of employment in the District and thereafter at least once every five (5) years after the initial training.

## REPORTING WORK-RELATED INJURIES OR ILLNESSES

Any employee of the District who suffers a job-related injury or illness must report the injury/illness and its circumstances to the principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury/illness.

The Supervisor will initiate a call to Medcor, the District's Workmen's Compensation Nurse Triage Company, at 1-800-775-5866 to report the incident and receive medical recommendations from a Registered Nurse. If the Supervisor is unavailable, the Employee should make the call to Medcor him/herself. The employee will speak with Medcor in private and the Nurse will inform the Supervisor of any medical recommendations/restrictions if the Supervisor is available. The employee has access for the work-related injury/illness to Medcor services anytime 24/7 and may call the 1-800-775-5866 number if symptoms change or complications arise for follow-up care or questions.

To ensure a safe working environment, the District and all employees are expected to follow and comply with any and all medical recommendations including, but not limited to, treatment by self, at a clinic or emergency room; post injury/illness required actions; and restriction of activities both at work and outside the work environment.

See Board Policy 8442 Reporting Accidents for additional information.

## RECORDKEEPING REQUIREMENTS

It is the responsibility of professional staff employees to record their personal time out of work as required by the District. An employee's misrepresentation or failure to submit an accurate account of his/her personal time out of work may subject the employee to discipline up to and including termination.

Please read the complete set of professional staff instructions for employee time off for additional information and examples. In general, the following is expected:

*When foreseeable*, it is expected that Time Off information will be entered *prior* to the date and time of occurrence. This will assist with planning, obtaining subs, etc. *When unforeseeable*, it is expected that the information will be entered as soon after as possible, such as the first day back at work from an illness. Time Off information may be entered from any computer with an Internet connection (like home) if you wish.

*In general, as a quick reference, you should make an entry in Time Off for **ANY** of the following reasons:*

1. Using a personal day, emergency day, sick day, or unpaid day. All **contracted** days and times need to be accounted for appropriately. **OR**
2. Anytime that a sub is required for you (in or out of district) **OR**
3. Anytime you are out of the district (staff development, meeting, fieldtrip) **or** participating on a district-wide committee (curriculum, etc.) *whether a sub is needed or not.*

When you want to check the status of your time off balance and uses, please view the information in the Employee Access Time Off area under "My Status". This area will include the corrections/revisions made in the District Office if necessary. For example, only the District Office can code time off for FMLA, work comp, etc. due to the documentation requirements.

**You still need to follow the same procedures for calling in sick to your supervisor/principal.**

## **PART II: BENEFITS**

### **DEFINITIONS OF PROFESSIONAL STAFF EMPLOYEES FOR ADMINISTERING BENEFITS**

Professional staff personnel are employees including, but not necessarily limited to, teachers, administrators, substitute teachers, coaches, and employees in supervisory positions. In general, professional staff employees are paid on a salary basis to complete their job duties and must meet certain job duties tests.

For the purposes of benefits administration, the following are the categories of professional staff employees.

1. **Full-time contract:** Employed with a full-time, 100% (1.0 FTE) contract for the department to which assigned on a full year, 12-month basis. Full-time contract employees are eligible for all employee fringe benefits.

2. **Part-time contract:** Employed with a part-time, less than 100% (<1.0 FTE) contract for the department to which assigned on a full year, 12-month basis.

Part-time contract employees with a minimum 50% contract (0.5 FTE) are eligible for all employee fringe benefits on a prorated basis.

Part-time contract employees with less than a 50% contract (0.1-49.9 FTE) are **NOT** eligible for participation in District group insurance plans and *may* be eligible for other non-insurance plan benefits on a limited, prorated basis given their specific assignments.

3. **Limited-term contract, substitute or temporary:** Employed with a limited-term contract, in a substitute capacity, or for a temporary limited period of time. Under no circumstances are limited-term contract, substitute or temporary professional staff employees eligible for participation in District group insurance plans.

Professional staff employees not classified as full-time contract or part-time contract employees are considered to be limited-term contract, substitute or temporary employees.

Benefits are administered upon an employee's primary position only. If an individual is employed in two or more positions independent of each other, benefits will be based upon the primary position only.

For example, if an individual's primary position (such as part-time contract teacher) is eligible for benefits, and the individual works an additional separate position (such as coach, substitute, lunch supervision, etc.), the additional position is NOT counted for benefits administration as part of the primary position. If an individual's primary position includes assigned duties that cannot be separated from the primary position, the assigned duties are counted for benefits administration as part of the primary position.

**Affordable Care Act/HealthCare Reform:** Employees who become eligible for health insurance under the federal Affordable Care Act (ACA) rules will be offered access to the District's health insurance plan only. These individuals will not be eligible for other employee benefits.

## INSURANCE BENEFITS:

### HEALTH INSURANCE

The District will provide a plan of health insurance and will pay 87.4% of the family or single health insurance premium for full-time contract (1.0 FTE) professional staff employees through December 31, 2013. The employee will pay the remaining 12.6% of the premium cost through payroll deduction.

Part-time contract professional staff employees with a minimum 50% contract (0.5-0.99 FTE) are eligible for health insurance benefits. The District will pay prorated premiums for part-time employees who are enrolled in the District's health insurance. Employees with less than a 50% contract (0.1-49.9 FTE) or a limited-term contract of any percentage or employed under a substitute or temporary basis are not eligible for the plan.

**Effective January 1, 2014:** District and employee health insurance premiums will be shared as follows. See the Appendix in this handbook for additional information.

FULL-TIME EQUIVALENCY**	SINGLE PLAN	FAMILY PLAN
95.0% - 100%	10% <i>90% District Paid</i>	15% <i>85% District Paid</i>
70.0% - 94.9%	15% <i>85% District Paid</i>	25% <i>75% District Paid</i>
50.0% - 69.9%	20% <i>80% District Paid</i>	35% <i>65% District Paid</i>

**\*\*AS DEFINED BY DISTRICT CALCULATION: 1520 HR FOR TEACHER/CONTRACTED STAFF OR 2080 HR FOR SUPPORT STAFF EMPLOYEES (GENERALLY HOURLY PAID)**

Individuals enrolled in the District's health insurance plan under the Affordable Care Act provision will pay premiums as determined. Employee premiums will be paid through payroll deduction whenever possible. If an individual's payroll is insufficient to cover his/her share of premiums, he/she must make payment to the District as directed.

Employees in primary positions with school year assignments who resign or retire from employment effective at the end of the school year will continue coverage under the health insurance plan through August 31. Premiums through August 31 will continue to be shared at the same percentage as of the last day of the school year.

Employees in primary positions with 12-month assignments who resign or retire from employment will continue coverage under the health insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. Premiums will continue to be shared at the same percentage as of the last day worked.

Employees who lose eligibility to participate in the health insurance program may be able to continue in the group plan as applicable under the COBRA insurance continuation law.

## **DENTAL INSURANCE**

The District will provide a plan of dental insurance and will pay 90% of a family or 100% of a single dental premium for full-time contract (1.0 FTE) professional staff employees through December 31, 2013. The employee will pay the remaining 10% of the family premium cost through payroll deduction.

Part-time contract professional staff employees with a minimum 50% contract (0.5-0.99 FTE) are eligible for dental insurance benefits. The District will pay prorated premiums for part-time employees who are enrolled in the District's dental insurance. Employees with less than a 50% contract (0.1-49.9 FTE) or a limited-term contract of any percentage or employed under a substitute or temporary basis are not eligible for the plan.

**Effective January 1, 2014:** District and employee dental insurance premiums will be shared on the same basis as health insurance premiums. See the Appendix in this handbook for additional information.

Employees in primary positions with school year assignments who resign or retire from employment effective at the end of the school year will continue coverage under the health insurance plan through August 31. Premiums through August 31 will continue to be shared at the same percentage as of the last day of the school year.

Employees in primary positions with 12-month assignments who resign or retire from employment will continue coverage under the health insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. Premiums will continue to be shared at the same percentage as of the last day worked.

Employees who lose eligibility to participate in the dental insurance program may be able to continue in the group plan as applicable under the COBRA insurance continuation law.

## **SECTION 125 PLAN / FLEXIBLE SPENDING ACCOUNTS**

Professional staff employees may contribute pretax dollars to an individualized flexible spending account (FSA) to pay insurance plan premiums, deductibles, co-insurance payments, vision expenses, child-care expenses, elder-care expenses, and other expenses authorized under the Internal Revenue Code. Eligible employees are determined on the same basis as health and dental insurance.

Enrollment information will be available annually from mid-November through mid-December for the following calendar plan year.

Individuals enrolled in the District's health insurance plan under the Affordable Care Act provision may contribute pretax dollars to pay health insurance premiums only. These individuals are not eligible to participate in the flexible spending accounts for health care or dependent care expenses.

### **GROUP LIFE INSURANCE**

The District will provide a plan of group life insurance in the amount of \$25,000 and will pay the full premium for eligible employees. Eligible employees are determined on the same basis as health and dental insurance.

### **LONG TERM DISABILITY INSURANCE (LTD)**

The District will provide a plan of long term disability insurance and will pay the full premium for eligible employees. Eligible employees are determined on the same basis as health and dental insurance.

Employees who are eligible for long term disability benefits shall not receive salary payments from the School District. Unused sick leave will remain for use by the employee upon return to work.

### **SHORT TERM DISABILITY INSURANCE (STD)**

The District does not provide a short term disability plan to all employees. Short term disability plan options may be available to eligible employees and are optional. Eligible employees are determined on the same basis as health and dental insurance. Employees enrolling in a short term disability plan will pay the full premium.

### **VOLUNTARY SUPPLEMENTAL INSURANCE (AFLAC)**

**Effective January 1, 2014,** voluntary supplemental insurance plan options may be available to eligible employees and are optional. Eligible employees are determined on the same basis as health and dental insurance. Employees enrolling in a voluntary supplemental insurance plan will pay the full premium.

### **ALTERNATE BENEFIT PLAN (ABP)/CASH IN LIEU OF MEDICAL PREMIUMS (CMP)**

The District offers an alternative benefit plan for those employees eligible for, but not enrolling in, the health insurance benefit plan. Employees selecting the Alternate Benefit Plan (ABP) shall receive an additional \$100 stipend each month (\$1,200 per year) paid for in its entirety by the District through the Section 125 plan maintained by the District.

When two married employees are both eligible for the health insurance plan, the District shall, at a maximum, provide a family health insurance plan to one employee/spouse. The other employee/spouse shall be eligible to receive the \$100 stipend each month.

In addition, when two married employees are eligible for the single health/dental insurance plans provided by the District, both employees shall be required to enroll in the single health/dental insurance plans provided by the District.

### **DETERMINATION OF INSURANCE CARRIERS**

The final selection of insurance carrier(s), program(s) and coverage will be determined by the Board of Education.



## **RETIREMENT BENEFITS:**

### **WRS CONTRIBUTION**

The District will contribute the employer's share to the Wisconsin Retirement System (WRS). Beginning in the 2011-2012 school year (July 1, 2011), employees will pay one-half of the total required contribution to the Wisconsin Retirement System, as required by state law. Under no circumstance shall the District pay the employee's required WRS contribution. The payment of WRS contributions will be made pre-tax and thus exempt from state and federal taxes, but subject to FICA taxes.

All eligible employees must participate by law with the actual percentage of district contribution set by the Wisconsin Retirement System.

The amount of income you receive upon retirement will depend upon State law but may include the salary earned while enrolled under the fund, the number of years of service, etc. Annual statements are sent to the participants in the school retirement plan by the Wisconsin Retirement System indicating balances in the employee's plan.

### **DISTRICT RETIREMENT SAVINGS PLAN / 403(B) PLAN**

The District will maintain a district employee 403(b) plan as a type of tax-deferred retirement savings program. Employees may participate by making pre-tax contributions and/or Roth 403(b) after-tax contributions. Participation in the program is optional. Additional information is available from the District Office, the Appendix in this handbook, or from the District's website/Employee Access program.

### **VOLUNTARY EARLY RETIREMENT (Valid for Eligible Teachers on June 30, 2011 Only)**

#### **A. Eligibility**

1. Teachers must have turned 57 years of age by June 30<sup>th</sup>, 2011, to qualify for this benefit.
2. An Association member must have a minimum of 15 FTE years of service within the Howards Grove School District.
3. Retirement means that the teacher has met the qualification for and is in receipt of retirement annuity benefits under the Wisconsin Retirement System.

B. Notification of resignation

Notification of resignation for the purpose of retirement benefits must be provided in writing to the District Administrator by February 15<sup>th</sup> of the year of retirement.

C. Benefit

Retirees shall receive up to the following amount toward the premium for single or family health insurance until the retiree reaches eligibility for Medicare: \$350 per month for 20 or more full-time years of teaching in the Howards Grove School District, and \$300 per month for 15-19 full-time years of teaching in the Howards Grove School District.

D. Emeritus

Retirees electing to participate in the Emeritus Option agree to provide the District with 20 days of service during the first 24 months following retirement. The District and retirees electing this option are to reach a mutual agreement as to dates and nature of the duties. Such work may include, but is not limited to: curriculum development, mentoring newly employed teachers, mentoring teachers on a plan of assistance, standards/assessment review, evaluation, development, instructional unit development, curriculum writing, tutoring individual or small groups of students, advising, coaching, and substitute teaching.

Retirees participating in the Local Service (Emeritus) Option will be paid for their services at the current contracted rate.

Retirees electing to participate in the Local Service (Emeritus) Option shall receive, as applicable, up to the following amount toward the premium for single or family health insurance until the retiree reaches eligibility for Medicare: For 15-19 years of full time service to the district, \$350 per month; for 20 or more years of full time service to the district, \$400 per month.

It is the responsibility of the District to offer opportunities for each retiree to fulfill the Local Service (Emeritus) obligation as opportunities develop. If the District does not offer the retiree ample opportunities, the retiree will not be penalized. Retirees, who although offered the opportunity, nonetheless fail to fulfill their days of service obligation to the District within 24 months following retirement, will forfeit further supplemental insurance premium contributions and will receive contributions under the base option as defined in School Board Policy 532.4. These retirees will further reimburse the District for the difference between the base option premium contribution and the emeritus option premium contribution paid. As necessary, the amount to be reimbursed may be set off against remaining base option premium contributions.

The District Administrator may grant extensions or waivers to the Local Service obligation only in cases of extreme physical, mental, or personal hardship.

In order to retain this benefit, the retiree must pay the District any difference between the actual premium and the benefit amount at least one month in advance of the premium due date. Failure to do so will result in the retiree forfeiting the monthly benefit for the month in which payment was not received.

The prescribed benefit towards the health insurance premium will be terminated if the retiree misses more than three (3) consecutive payments or reaches Medicare eligibility (age 65).

#### E. Survivor Benefits

In the event of the death of the retiree prior to Medicare eligibility, the remaining contribution selected by the retiree (emeritus) as described in Board Policy 532.4, will continue to be made on behalf of the retiree's eligible spouse and/or qualified dependents, providing the carrier approves it. If the emeritus option was selected by the retiree, but the emeritus obligation was not fulfilled at the time of death, the remaining contribution amount made on behalf of the retiree's eligible spouse would revert to the base option.

### **RETIRED TEACHERS AND SUBSTITUTE TEACHING**

The District values the experience and knowledge of its retired teachers. They bring many desirable qualities with them when they return to substitute teach in the District. For that reason, the District will pay \$20 more than the standard rate, per full day, to a teacher retired from the Howards Grove School District to substitute teach for the first three (3) years after they retire. After three (3) years, the rate of pay will go to the standard rate as paid to other substitute teachers.

### **LEAVE BENEFITS:**

#### **SICK LEAVE (Board Policy 3432)**

Sick leave should be regarded as a privilege granted for the purpose of avoiding financial loss because of unavoidable absence due to illness or injury.

Any employee that is sick and not able to attend work on a scheduled work day shall contact his/her immediate supervisor as early as possible and shall keep his/her supervisor informed about his/her condition. Sick leave is available for use by employees for illness of the employee. In addition, each employee is expected to enter the information into Employee Access as soon after as possible but no later than the first day back at work.

Days of sick leave are granted each year on the first regularly scheduled contract day actually worked on or after the start of the contract. In general, this is normally July 1 or August 1 for employees in primary positions with 12-month assignments as dictated by individual contracts. In general, this is normally a required contract date in late August as determined by the school calendar for employees in primary positions with school year assignments. New employees hired mid-contract year are granted a prorated number of sick leave days on the first day worked until the following contract year.

Eight (8) days of sick leave per year without loss of compensation shall be granted to each full-time contract employee, all unused days being accumulative to eighty (80) days. Part-time contract employees with a minimum 30% contract (0.3 FTE) will receive prorated sick leave each year. Modified work schedules of less than 5 days per week or less than 4 terms/quarters per school year will be a factor in prorating the number of days granted to any employee.

This sick leave is to be applied to absences resulting from employee illness, personal accident outside of regular employment, and quarantine due to communicable diseases.

Appointments with doctors and dentists are expected to be scheduled so that they do not interfere with the regular working day when at all possible.

The District may request a health care provider's note verifying the employee's illness in any case. An illness causing absence from work in excess of five (5) consecutive working days will require the employee to provide certification from a health care provider of the illness. Absences of more than three (3) consecutive work days may be counted as leave under the FMLA (See Policy 3430.01) if applicable and documented. In addition, absences from work for any amount of time due to surgery, serious illness or injury, or in excess of five (5) consecutive working days will require a health care provider's note verifying the employee's ability to return to work and listing any restrictions if applicable.

For employees in school year positions, when such absence is longer than cumulative sick leave, then the amount deducted from the employee's pay shall be 1/190 of the yearly contract base for every day of absence in excess of the cumulative sick leave. Employees in 12 month positions, the amount deducted from the employee's pay shall be based upon the yearly contracted days (most commonly 260 days) as stated in the individual contracts.

Grandfather Clause: Professional Staff employees with more than 80 accumulated sick days on July 1, 2012 will not lose their sick days above eighty (80) days, but will not be granted additional sick days until the accumulated balance is below the new eighty (80) day maximum.

### **EMERGENCY LEAVE (Board Policy 3432)**

Professional Staff employees are eligible for four (4) non-accumulative emergency leave days each year, for matters such as birth in the "immediate family"; serious illness in the "immediate family"; child care for the employee's own minor child; emergency business (such as legal issues); or bereavement leave upon approval by the District Administrator. Emergency leave will not be deducted from sick leave. Part-time employees will receive prorated emergency days.

"Immediate family" is defined as the employee's spouse, domestic partner, child(ren), step child(ren), parent(s), step parent(s), sibling(s), parent(s)-in-law, grandchild(ren), step grandchild(ren), grandparent(s), and grandparent(s)-in-law.

Bereavement leave may be granted in the event of the death of a relative. For bereavement leave, relative shall include employee's spouse, domestic partner, parents, children, siblings, aunts, uncles, cousins, in-laws, grandparents, and step family. Bereavement leave is expressly for the purpose of attending services or making arrangements for service prior to such service. Bereavement leave may not be used for other purposes and is deducted from the four (4) emergency days each year.

### **FAMILY MEDICAL LEAVE (Board Policy 3430.01)**

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

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

Please refer to School Board Policy 3430.01/4430.01 for full details. Sick leave may only be used in conjunction with FMLA when the leave is deemed medically necessary by a doctor. All other leaves under FMLA will be unpaid.

### **MILITARY LEAVE (Board Policy 3431)**

Professional Staff members will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

The employee is entitled to all Uniformed Services Employment and Reemployment Rights Act (USERRA) benefits and reinstatement to the same or similar position upon return from leave in accordance with USERRA.

### **UNPAID LEAVE REQUESTS**

The District Administrator may approve unpaid, "Pay Deduct" Leave Requests. These requests will only be granted in unique, non-recurring, instances. The following criteria may be considered:

1. Immediate supervisors will assure that adequate coverage is available for the person requesting leave;
2. Leave shall not be taken on teacher workdays, inservices, parent/teacher conferences, final exams, or other days deemed unsuitable by administration to be covered by a substitute;

The District prefers for the sake of our students' learning that teachers be in their classrooms as much as possible during the course of the year.

## **LEAVE FOR EXTENDED PERIOD OF TIME**

Any professional staff member may request and be considered for up to a one-year leave of absence without pay, subject to the approval of the Board.

All benefits at the time leave commenced shall be restored to the staff member upon resumption of duties. With approval of the District and the District's insurance carrier, persons on leave may continue insurance coverage under the COBRA insurance continuation law at their own expense.

The conditions under which a staff member may return from a leave of absence shall be determined by the Board of Education, upon recommendation of the District Administrator, prior to granting the leave.

## **OTHER BENEFITS:**

### **PERSONAL DAY (Board Policy 3432)**

Full-time contract teachers will be granted one (1) personal day during a given school year. Such day shall not require an explanation as to the reason for absence. The day used will be deducted from the employees' sick leave and will not be cumulative or carried over from one school year to the next. Since the personal day is deducted from cumulative sick leave, personal days will NOT be paid if the employee's cumulative sick leave balance is zero.

Part-time contract teachers with a minimum 30% contract (0.3 FTE) will receive 1 *prorated* personal day each year. Modified work schedules of less than 5 days per week or less than 4 terms/quarters per school year will be a factor in determining the length of the personal day granted to any employee.

Part-time contract teachers with less than a 30% contract (0.1-29.9 FTE), limited-term contract employees, substitute or temporary employees, and contracted employees granted vacation benefits in individual contracts are not eligible for personal day benefits.

The employee shall give his/her responsible building principal 48-hour notice in writing as to the date of the personal day requested.

A total of two employees may be granted a personal day in a building on a given day.

Requests for personal days authorized under this subparagraph may be denied on the basis of extraordinary operational, staffing, and organizational requirements (i.e., large number of employees ill, a group of employees attending a professional development opportunity, etc.). Personal day requests, once approved, will not be denied due to extraordinary operational, staffing, and organizational requirements unless mutually agreed upon by the teacher and building principal or designee.

The personal day may not be taken during the first or last week of school, on an in-service or grade reporting day, immediately before or after a holiday or recess period as indicated in the school calendar, or on designated parent/teacher conference dates.

These restrictions may be waived by the District Administrator when there are extenuating circumstances which would warrant approval of a request.

The personal day schedule in a given building will be developed on a “first-come, first-served” basis.

### **HOLIDAY PAY**

Full-time contract teachers will receive the following paid holidays as part of their 190 contract days: Labor Day, Thanksgiving Day, and Memorial Day.

Part-time contract teachers with a minimum 30% contract (0.3 FTE) will receive prorated holiday pay. Modified work schedules of less than 5 days per week or less than 4 terms/quarters per school year will be a factor in prorating holiday pay granted to any employee.

Part-time contract teachers with less than a 30% contract (0.1-29.9 FTE), limited-term contract employees, substitute or temporary employees are not eligible for holiday pay benefits.

Employees in 12 month positions (260 contract days) will receive the following paid holidays: New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day, and the day after Christmas. When the paid holiday falls on a weekend, the school calendar will be considered first.

Part-time employees in 12 month positions will receive prorated holiday pay.

Employees absent from work, either unpaid or paid leave, immediately preceding AND succeeding a holiday will not be eligible for holiday pay.

### **VACATION PAY**

Vacation pay benefits are granted to employees in 12 month positions (260 contract days) as outlined in individual contracts.

### **JURY DUTY (Board Policy 3431)**

Staff members shall report to the District Administrator when they are called for jury duty or a court appearance.

Staff members who are required to serve on a jury will not be penalized for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance within fifteen (15) days of return from jury duty.

While on jury duty, staff members are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on-the-job.

Staff members must submit to the Business Manager a record from the courts of the number of days served.

### **MILEAGE REIMBURSEMENT (See Board Policy 3440 and related guidelines.)**

Employees who are required to provide their own transportation in the conduct of school business shall be compensated at the current rate set by the Board of Education. This rate will be adjusted periodically. Examples include transferring between buildings mid-shift and conference attendance.

All employees operating a motor vehicle on school business or transporting students must possess a valid State of Wisconsin driver's license and give consent to the District to check the employee's driving record.

**Employees under the age of 18 may not operate a District vehicle or another vehicle for school business.**



### **PART III: COMPENSATION**

Employees covered by this handbook are employees classified as exempt employees by the Fair Labor Standards Act (FLSA). Exempt employees are individuals who are exempt from the State and Federal overtime provisions. In general, to qualify as an Exempt employee, employees must meet certain tests regarding their job duties and be paid on a salary basis.

#### **SALARY & CREDIT REIMBURSEMENT**

Your beginning salary will be discussed with you at the time you begin employment with the Howards Grove School District. Pay will be based upon responsibilities associated with the job position and your qualifications to meet these responsibilities.

Salaries paid to teachers may increase based on base wage negotiation between the HGEA and the Board of Education. Additional compensation will be determined by the Board.

All teachers are required to maintain their individual teaching license.

An employee's rate of pay may be frozen if there is a perceived deficiency by the supervisor or by administration. If this is done, a review shall be conducted after 3 months and after 6 months, at which time the employee may again become eligible for salary adjustments.

\$90.00 toward the cost of each semester hour graduate credit earned during the school year shall be paid to the teacher within four weeks after written evidence from the college or university indicates that the course has been successfully completed.

\$90.00 toward the cost of each semester hour graduate credit earned during a summer session will be paid to the teacher within four weeks after written evidence from the college or university indicates that the course has been successfully completed and said teacher returns to work in the District for the term following the summer session.

Maximum remuneration for cost of credits shall not exceed \$810.00 per year.

#### **Course Approval**

1. Courses for which remuneration is to be made shall be approved by the District Administrator before they are started. The appropriate forms shall be on file in the District Office.
2. Approved courses shall be those deemed beneficial to the individual teaching situation.
3. A written explanation giving the reason for course denial will be provided to the teacher by the District Administrator.
4. The individual teacher will be responsible for furnishing a valid transcript of credits earned.
5. The individual teacher who participates in courses and who receives remuneration may be asked to present, instruct, or share the information learned in the course with their colleagues and the District.

## **PAYMENT**

Regular District payroll dates are the 15<sup>th</sup> and the last day of the month. If a payroll date falls on a Saturday, Sunday, or holiday, payment will be made on the previous business day.

All full-time employees will be paid in 24 equal installments. Given the nature of public school business, teachers may receive their July and August payments with the last payment in June to facilitate District requirements and efficiencies. If necessary and cash flow needs dictate, the District reserves the right to pay teachers their July and August payments on the regularly scheduled July and August payroll dates. Payments will not be made later than the regularly scheduled payroll date.

Employees on a limited-term contract or long-term substitute assignment will be paid all pay as earned on each payroll date.

Payments will be deposited in any financial institution which allows direct deposit.

Additional compensation for extra-duty assignments will be made after supervisor/principal approval and according to the extracurricular schedule.

For work performed beyond an employee's base contract to be compensated by the District, timesheets must be completed by the employee within 30 days of the work performed. Timesheets received after 30 days will not be paid. Such examples may include, but are not limited to, approved curriculum writing, special events work, staff training activities, extended or summer contracts.

A schedule of payroll dates may be found in your Employee Access account on the District website.

If you have any questions related to your payroll, please contact human resources in the District Office.

## **NATIONAL BOARD CERTIFICATION**

The Howards Grove School District recognizes those teachers who have received certification from the National Board for Professional Teaching Standards. The Howards Grove School District will pay a stipend of \$2,500 per year, during the term of certification (10 years), to those teachers attaining and maintaining National Board for Professional Teaching Standards certification. Part-time teachers will receive a prorated stipend.

As a pre-condition of payment of the annual \$2,500 stipend, the teacher must maintain active and current certification from the National Board for Professional Teaching Standards. Qualified teachers must annually inform the School District Board of Education as to their certification status. If a National Board for Professional Teaching Standards certification lapses, the affected teacher will be ineligible to receive the annual stipend authorized.

### **SUMMER SCHOOL, CURRICULUM WORK, EXTENDED CONTRACT**

Professional staff members who teach in the District during the regular school year and involved in teaching summer school classes shall be compensated at the rate of \$25.00 per hour. Summer school teachers who do not teach in the District during the regular school year shall be compensated at the rate of \$18.50 per hour.

Professional staff members who perform curriculum work outside of the regular school year with a prior approval shall be compensated at the rate of \$18.00 per hour.

### **MENTORS**

Any professional staff member who serves as a mentor to an Initial Educator shall be paid \$500 per year, per Initial Educator. Service as a mentor is voluntary.

**EXTRA-DUTY CATEGORIES & PAY SCHEDULES**

**SPORTING EVENTS**

BUS CHAPERONE .....	\$15.00 per date
FOOTBALL CHAIN GANG (Per Person) .....	\$10.00 per game
FOOTBALL STATISTICIAN .....	\$10.00 per game
SCOREMARKER & TIMER - J.V. (Per Person) .....	\$15.00 per game
SCOREMARKER & TIMER - VARSITY (Per Person) .....	\$15.00 per game
TICKET SELLERS & TAKERS (Per Person) .....	\$10.00 per game
GAME MANAGER - J.V. & VARSITY .....	\$30.00 per date
GAME MANAGER - GRADES 7-9 .....	\$20.00 per date
CONCESSION SUPERVISOR .....	\$10.00 per date

**EXTRA DUTIES**

LIBRARIAN (SUMMER) .....	\$18.00 per hour
APPROVED CURRICULUM WORK .....	\$18.00 per hour
APPROVED SUPERVISION WORK .....	\$15.00 per hour
MENTOR .....	\$500.00 per Initial Educator

**CO-CURRICULAR / EXTRA-CURRICULAR ACTIVITIES PAY SCHEDULE**

	<b><u>YEAR 1-5</u></b>	<b><u>YEAR 6+</u></b>
HS ATHLETIC DIRECTOR	2,720	3,060
FOOTBALL COACH	2,720	3,060
VOLLEYBALL COACH	2,720	3,060
B/G BASKETBALL COACH	2,720	3,060
B/G SOCCER COACH	2,720	3,060
TRACK COACH	2,720	3,060
BASEBALL COACH	2,380	2,720
FASTPITCH SOFTBALL COACH	2,380	2,720
TENNIS COACH	2,380	2,720
CROSS COUNTRY COACH	2,380	2,720
HEAD DRAMA (Per Play) DIRECTOR	1,700	1,955
WEIGHTLIFTING COACH	1,700	1,955
GOLF COACH	1,360	1,530
MS ATHLETIC DIRECTOR	1,360	1,530
PEP BAND DIRECTOR	935	1,020
SCHOOL PUBLICATIONS-DISTRICT NEWSLETTER	935	1,020
SCHOOL PUBLICATIONS-HS YEARBOOK ADVISOR	935	1,020
HEAD FORENSICS COACH	935	1,020
FFA ADVISOR	935	1,020
HS STUDENT COUNCIL ADVISOR	850	935
MS STUDENT COUNCIL ADVISOR	850	935
POM PON (Winter) COACH	850	935
FBLA ADVISOR	850	935
SWING CHOIR DIRECTOR	850	935
ASST FORENSICS COACH	680	765
JAZZ ENSEMBLE DIRECTOR	680	765
LETTER CLUB ADVISOR	680	765
HS SKILLS USA ADVISOR	680	765
MS SKILLS USA ADVISOR	680	765
INTERNATIONAL CLUB ADVISOR	680	765
MS YEARBOOK ADVISOR	680	765
POM PON (Fall) COACH	510	595
DISTRICT HEALTH COORDINATOR	510	595
DISTRICT SAFETY & EMERG CARE COORDINATOR	510	595
GRADE 11 ADVISOR (Each)	510	595
CONCESSIONS MANAGER	340	385
GRADE 12 ADVISOR (Each)	340	385
MATHCOUNTS ADVISOR	340	385
MUSICAL (JOINT WITH KOHLER SD) ADVISOR	340	385
GRADE 7 ADVISOR	340	385
NATIONAL HONOR SOCIETY ADVISOR	340	385
GRADE 8,9,10 ADVISORS	205	240
VARSITY ASSTS./HEAD JV COACH	1,905	2,140
ASST. JV/FRESHMAN COACH	1,635	1,835
GRADE 7/8 COACH	1,090	1,225
MS CROSS COUNTRY COACH	955	1,090

## APPENDIX

### HOWARDS GROVE SCHOOL DISTRICT EMPLOYEE SAVINGS PLAN 403(b) Plan

The Howards Grove School District (the “District”) offers a 403(b) Plan to help you and other employees save money for your retirement. The 403(b) Plan is a type of tax-deferred retirement savings program. Future benefits from the 403(b) Plan will reflect the amount of a participant’s voluntary salary deferral contributions plus earnings. Vesting is immediate. Whether you choose to participate in the Plan is entirely up to you.

Although the Plan is offered by the District, the Plan is not established or maintained by the District for purposes of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Accordingly, the Plan and the District are not subject to ERISA.

#### **Tax Treatment**

The District intends to ensure that the Plan is qualified for preferential tax treatment under Internal Revenue Code (“IRC”) §403(b). There are two ways you can elect to have a portion of your current pay saved and invested via salary deferral. You may contribute pre-tax 403(b) deferrals and/or Roth after-tax 403(b) deferrals.

**Pre-Tax Deferrals** Because you do not have to pay taxes on the amount you contribute to a 403(b) plan for the year in which you contribute to the plan, investing in a 403(b) plan can lower your overall tax burden—at least in the present. You can defer the income tax on your contributions until you begin making withdrawals from your account—typically when you retire. The earnings on your account also grow tax-free until withdrawal. Contributions to the 403(b) Plan are reported annually on your W-2 forms, but are not included in income subject to taxation. Your 403(b) contributions are deducted from your gross salary and income taxes are calculated on your remaining pay.

**Roth After-Tax Deferrals** With Roth deferrals, you must pay current income tax on your deferral contribution. This means that the amount you defer under the Roth portion of the 403(b) Plan is subject to income taxes in the year of the deferral, but the deferral amount and its earnings are distributed to you tax-free if certain conditions are met. These conditions are met if you follow the distribution rules of the Plan and at least 5 years have passed between your first Roth deferral and the date of your first distribution.

As described below, there are legal restrictions that limit how much you can contribute to the Plan each year. Someone from the District may need to ask you for information to show that your contributions are within these limits. You should consult with your own investment, tax and/or legal advisor about the ability to participate in the Plan. The District cannot provide you with this type of advice.

## **Participation**

Every District employee is eligible to participate in the Plan, with the exception of (a) non-resident aliens, (b) those who do not have sufficient income to be eligible to contribute at least \$200 per year, or (c) student employees/student teachers. To participate, you need only: (1) fill out a Salary Reduction Agreement and (2) select your investment desired from a variety of mutual funds, from the list of District approved vendors. Employees are limited to changing their salary reduction amount to a maximum of four (4) changes per calendar year. However, you may cease contributions at any time.

## **Salary Reduction Agreements**

To participate in the Plan (or to change an existing contribution election), you must provide the District with a signed Salary Reduction Agreement. Employees paid year-round (24 payrolls) may choose either a whole dollar amount or whole percentage amount to contribute each payroll period. Employees paid less than 24 payrolls per year must elect a whole percentage amount. The Agreement must be signed by you and returned to the District before the start of the payroll period when your election or change will become effective.

## **Vendors**

You can invest your deferral monies in a variety of different investment options. The Vendors through which the investment vehicles are available are approved by the District. Beginning January 1, 2008, you may only invest new deferral monies in those Vendors who have agreed by contract to conduct business with the District and the Plan. These Vendors are listed on the Approved Vendor List available from the District Office. After January 1, 2008, you will no longer be permitted to transfer monies between Approved and Unapproved Vendors.

The following represent the District's Approved Vendors as of January 1, 2008:

1. ING Life Insurance and Annuity Company
2. Thrivent Investment Management, Inc.
3. WEA Tax Sheltered Annuity (TSA) Trust
4. Horace Mann Life Insurance Company

## **Contributions and Limitations**

While you may choose how much of your salary you wish to contribute to the Plan, your contribution must comply with all of the following legal limitations:

### **1. Annual Deferral Limitation**

The first limitation applies to all of your elective deferrals (both pre-tax and Roth added together) from your salary to this Plan. Elective deferrals are contributions that you make instead of receiving all of your pay at that time.

For the 2013 and 2014 tax years, all of your elective deferrals to this and all other plans (including 401k plans and other 403b plans) cannot exceed \$17,500 per calendar year (unless you qualify for one of the catch-up contributions described below). This limit will be adjusted annually thereafter by the IRS.

## **2. Special Catch-up Contribution**

Special Catch-up contributions are permitted if you have at least 15 years of service with the District. Please see the plan document for details.

## **3. “50 and over” Catch-up Contribution**

A participant age 50 or over (by the end of the calendar plan year) may defer additional amounts to the Plan as an additional “catch-up” contribution. For 2013 and 2014, the additional catch-up contribution is \$5,500.

Please Note: If you are eligible to elect the Special Catch-up and the 50 and over Catch-up, the Special Catch-up contribution must be utilized first.

## **Distributions**

The law restricts the times when distributions are permitted from your accounts under the Plan. You may receive a distribution only if:

- You reach age 59½ and are working;
- Retire or sever employment\*;
- Die—your beneficiary will have a right to distributions; or
- Become disabled.

\* The IRS requires complete severance from the District upon retirement, which means that if you are rehired by the District after you have retired, you must stop receiving distributions from your account during the time you are employed by the District after retirement—unless you are age 59½ or over.

## **Taxes and Penalties**

You will be taxed on your pre-tax accounts upon distribution. The IRS will assess a 10% penalty for early withdrawal. In other words, your distribution will incur the penalty unless you are age 59½ and are working; retire or sever employment at age 55 or later; or die/become disabled.

## **Hardship Withdrawals & Loans**

The Plan does not allow hardship withdrawals or loans to be taken from your account.

CAUTION: The information in this appendix summarizes the terms of the District’s 403(b) Plan and the Internal Revenue Code as of January 1, 2013, and is not to be construed as legal, tax or investment advice. This appendix cannot, and does not, alter the terms of the Plan or the law. Changes in the Plan or the law hereafter may change this summary. Please consult with your accountant for additional information.



## APPENDIX

Insurance rates through WCA Group Trust for the period of January 1 – August 31, 2014 are:

### HEALTH INSURANCE RATES JANUARY 1-AUGUST 31, 2014

FULL MONTHLY PREMIUM	\$614.00	\$1,439.00
<i>EMPLOYEE PAID PORTION</i>	<b>SINGLE PLAN</b>	<b>FAMILY PLAN</b>
FULL-TIME EQUIVALENCY	<i>PER MONTH COST</i>	<i>PER MONTH COST</i>
95.0% - 100%	\$61.40 <i>90% District Paid</i>	\$215.86 <i>85% District Paid</i>
70.0% - 94.9%	\$92.10 <i>85% District Paid</i>	\$359.76 <i>75% District Paid</i>
50.0% - 69.9%	\$122.80 <i>80% District Paid</i>	\$503.66 <i>65% District Paid</i>

### DENTAL INSURANCE RATES JANUARY 1-AUGUST 31, 2014

FULL MONTHLY PREMIUM	\$36.50	\$105.00
<i>EMPLOYEE PAID PORTION</i>	<b>SINGLE PLAN</b>	<b>FAMILY PLAN</b>
FULL-TIME EQUIVALENCY	<i>PER MONTH COST</i>	<i>PER MONTH COST</i>
95.0% - 100%	\$3.66 <i>90% District Paid</i>	\$15.76 <i>85% District Paid</i>
70.0% - 94.9%	\$5.48 <i>85% District Paid</i>	\$26.26 <i>75% District Paid</i>
50.0% - 69.9%	\$7.30 <i>80% District Paid</i>	\$36.76 <i>65% District Paid</i>

Insurance rates will change when plans renew on September 1 each year.

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK  
(PROFESSIONAL STAFF)**

The Professional Employee Handbook which I have been provided contains important information about the Howards Grove School District, and I understand that I should consult with my building principal or the District Office staff regarding any questions not answered in the handbook. I have entered into my employment relationship with the Howards Grove School District voluntarily, and understand that my individual employment contract governs the length of my employment.

I understand that the information, policies, and benefits described herein are subject to change at any time. I acknowledge that revisions to the handbook may occur. I am informed that changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that only the Board of Education has the authority to adopt revisions to the policies of this handbook.

Furthermore, I understand that this handbook is not a contract of employment or a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my building principal or the District Office staff any questions I might have concerning the handbook. I agree to conform with the terms and provisions contained in this handbook, as well as all other District policies, State and Federal laws, and any revisions made to them. I further agree that if I remain in employment with the Howards Grove School District following any modifications to the handbook, Board policies or State or Federal law, I thereby accept and agree to the changes.

**I have received a copy of the Professional Employee Handbook of the Howards Grove School District on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the District Office by January 10, 2014. I understand that this form will be retained with District personnel files.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Date

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(PROFESSIONAL STAFF)**

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\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Date