

2023-2024

EMPLOYEE HANDBOOK

**SCHOOL DISTRICT OF SPRING VALLEY
SPRING VALLEY, WI 54767**



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Employee Acknowledgment

To be signed and returned to the District Office annually at the start of each school year or at the time of hiring.

I hereby acknowledge that it is my responsibility to access the Spring Valley School District Employee Handbook online. I understand that it is my responsibility to read the Handbook and abide by the standards and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the Spring Valley School Board Policies. The Employee Handbook and the Board Policies can be found on the District's website at www.springvalley.k12.wi.us.

The information in this Handbook is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this Handbook does not constitute an employment contract or alter my status as an at-will employee. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform the District Office of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting the District Office if I have any questions, concerns or need further explanation.

I understand that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

Signature

Printed Name

Date

1.0 INTRODUCTION

1.1 GENERAL POLICY STATEMENT

It is the policy of the School District of Spring Valley to provide equal opportunity in employment to all qualified employees and applicants for employment. Positive action is required from all employees to help ensure that the School District of Spring Valley complies with its obligations under state and federal law.

This Handbook supersedes and replaces all prior personnel procedures, whether written or established by past practice. Because this Employee Handbook is based on District operational policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all to some degree subject to change, this Handbook is also subject to change. The District reserves the right to interpret, modify, or supplement the provisions in this Handbook at any time. Please understand that no employee handbook can address every situation in the work place.

Any changes made in this Handbook will be brought to the attention of all employees by electronic communication and/or employee meetings, posting of the change on the district website, or corrections in the Employee Handbook itself.

1.2 AT-WILL EMPLOYMENT

Your employment with School District of Spring Valley is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School District at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School District document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment.

If a written contract between you and the School District is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under [Section 7 of the National Labor Relations Act](#).

1.3 ROLE OF MANAGEMENT

Management retains all right of possession, care, control, and management that it has by law, and retains the right to exercise these functions to the extent such functions and rights are restricted by the terms of this Agreement. These rights include, but are not limited by enumeration to, the following rights:

1. To direct all operations of the school system.
2. To establish and require observance of reasonable work rules and schedules of work.
3. To hire, promote, transfer, schedule and assign employees in positions with the school system.
4. To suspend, discharge and reduce in compensation for disciplinary

purposes, subject to just cause and take other disciplinary action against employees.

5. To relieve employees from their duties because of lack of work or any other reason.
6. To maintain efficiency of school system operations.
7. To take whatever action is necessary to comply with State or Federal law; or to comply with State or Federal agency decision or orders.
8. To introduce new or improved methods or facilities.
9. To select employees, establish quality standards, and evaluate employee performance.
10. To contract out for goods or services.
11. To determine the methods, means, and personnel by which school system operations are to be conducted.
12. To take whatever action is necessary to carry out the functions of the school system in situations of emergency.
13. To determine the educational policies of the school district.
14. To determine non-teaching activities.
15. To determine the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids, class schedules and hours of instruction, and length of school year.
16. To change working conditions in accordance with applicable law, if any.

1.4 DEFINITION OF EMPLOYEE TYPES

Administration: Administrators are the Superintendent, the Principals, the Director of Special Education & Pupil Services, and the Director of Curriculum & Instruction/Interventionist/Reading Specialist.

Certified Teacher Employee: A certified teacher is defined as a school year employee certified and hired to teach students in the classroom or guidance setting.

Support Staff Employee: A support staff is defined as an employee who is not a certified teacher.

Calendar Year Employee: A calendar year employee is defined as one who is scheduled to work all twelve (12) months of the year.

School Year Employee: A school year employee is defined as one who is scheduled to work either the regular school year or an extended school year.

Cardinal Kids Club (CKC) Employee: A Cardinal Kids Club (CKC) employee is defined as one who is scheduled to work all twelve (12) months of the year but excluding some regular school vacation periods.

2.0 GENERAL PROVISIONS

- A. The School District of Spring Valley is an equal opportunity employer. Personnel hiring and administration in the district shall be conducted so as not to discriminate against applicant or employee on the basis of age, race, sex or sexual orientation, disability, citizenship, marital status, pregnancy, national origin, handicap, creed, color, political affiliation, ancestry, arrest or conviction record, membership in the armed forces, use or nonuse of a lawful product off school premises during nonworking hours or any other reason prohibited by state or federal law.
- B. No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.
- C. Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to the district.
- D. Pregnancy-related accommodations shall be made for employees and applicants unless doing so would cause an undue hardship on the operation of the schools. Employees are entitled to accommodations for conditions, either physical or mental, related to or affected by pregnancy, childbirth, or a related medical condition.
- E. Job descriptions will be provided to all employees upon request.
- F. Health examinations required by the Board shall be paid for by the Board. Employees who are required to hold a license or certification to perform specific duties shall have the license and/or certification fee paid by the Board, except for teacher licenses.
- G. If a uniform is required the District will buy two uniforms per year and replace the uniform if responsible care is taken, if damaged due to job related work. Employees who are furnished uniforms by the District shall keep them clean at their expense.
- H. Employees who drive their own vehicles for school business will be reimbursed for mileage at the IRS per mile rate.
- I. The District may pay the membership fee for approved professional organizations based on the organization's alignment with the District's mission and values.
- J. If the school district is providing flu vaccinations to employees at a reduced rate or no cost, then all employees are eligible regardless of whether they have insurance coverage for the vaccination.
- K. Extra-Curricular Contracts: Separate contracts for extra-curricular duties shall be issued on a year-to-year basis. Renewal of the extra-curricular contracts shall be at the sole discretion of the Board, and shall not be subject to review through the grievance procedure. There are two pathways for coaching positions.
 - Coaches who are staff members: Contracts will be automatically renewed each year dependent on satisfactory performance and the staff's desire to continue coaching.
 - Coaches who are non-staff members: Coaching positions will be reopened for any and all applicants each school year ending in an even number (i.e., school years 2023-**2024**, 2025-**2026**, 2027-**2028**, 2029-**2030**, etc.).

3.0 PAYROLL

3.1 MANNER AND TIMING OF PAY

- A. All persons receiving pay from the District shall be paid via electronic transfer (direct deposit).
- B. Support staff will be paid based on hours worked, in accordance with the requirement of pay for work within 31 days ([Wis. Stats. 109.03](#)). Time sheets will be reviewed for accuracy by the direct supervisor. Payday is the 10th and 25th of each month.
- C. Teachers scheduled to work the full school year shall be paid on an annual cycle of twenty-four (24) equal payments. The first pay period for teachers shall be August 25th. All extra duty pay will be paid within 31 days of the work performed.
- D. When paydays fall on a weekend or a holiday, the payday will be the business day immediately preceding the weekend or holiday.
- E. The last teacher payday for the year will be on or before June 30th when the remaining summer payments will be issued.
- F. Notification must be given to the District Office for any changes in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

3.2 DEDUCTIONS FROM PAY

- A. It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with payroll staff who can assist you in understanding the information that is required in order to investigate the matter.
- B. The Employer is committed to investigating and resolving all complaints as promptly and accurately, as possible. Consistent with the Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed.

3.3 EXTRA WORK IN A SCHOOL DAY AND COMPARABLE PREP TIME

- A. When a teacher (including specialists) is required to assume the responsibility of another teacher's class, the teacher assuming the responsibility shall be reimbursed for such duty at a rate of \$19.06 per class period.

- B. When a teacher is assigned a seventh regular academic teaching assignment (grades 6-12) and they have an assigned prep period they will be paid at a rate of \$2,575 per semester; if a teacher is assigned a seventh regular academic teaching assignment (grades 6-12) and has no assigned prep period they will be paid at a rate of \$3,605 per semester. When advisory periods are assigned at the Middle School (grades 6-8) teachers will be paid at a rate of \$257.50 per semester.
- C. If a teacher is directed by a principal to assume a non-teaching duty in lieu of preparation time and/or duty-free lunch time, i.e., lunch room supervision, playground supervision, etc., they will be paid \$19.06 per hour.

3.4 SUMMER TEACHING AND SUPERVISION

- A. Summer teaching will be compensated at the teacher's base hourly salary for instructional activities. Separate contracts will be issued for all summer teachers. Summer gym supervision will be compensated at the current supervisory rate as defined in subsection 3.3.C above (i.e. \$19.06 per hour).

4.0 WORK DAY AND CALENDAR PROVISIONS

4.1 TEACHER WORK DAY AND CALENDAR

- A. Teachers will be in their respective buildings when children are present for the normal school day. Teachers will also be present at staff meetings, IEP meetings, etc., which require their attendance. The purpose is to increase professionalism and staff flexibility in meeting the needs of the students, staff, and district.
- B. The calendar will include a total of 189 days. The teachers may be required to make up days of school cancellation. The number of days required to be made up will be defined in the annual school calendar approved by the Board.
- C. If there are "floating inservice" days on the school calendar, the parameters for meeting this requirement will be agreed to between the employee and supervisor prior to the start of the school year.

4.2 SUPPORT STAFF AND CKC WORK DAY AND CALENDAR

- A. Daily hours and work assignments for support staff employees paid on an hourly basis will be recommended by the Principal/Supervisor with the approval of the Superintendent.
- B. Employees who report for work on an inclement weather day on which school is held will be paid for the actual hours worked but not less than two (2) hours even if there is an early dismissal.
- C. Employees shall be allowed to make-up two (2) workdays lost due to school cancellation, not to exceed their regularly scheduled hours. The

days shall be rescheduled by the supervisor and employee with the job duties to be determined by the supervisor. Any additional cancelled days beyond the first 2 make-up days may be allowed to be made up (paid) at the discretion of the supervisor and approval by the Superintendent.

- D. Support staff employees who work more than forty (40) hours per week during a given week shall receive one and one-half (1 ½) times their regular pay for work beyond forty (40) hours per week. Any paid leave time will not be counted as hours worked for overtime purposes. All overtime must be approved in advance by management.
- E. All employees shall have two (2) fifteen-minute breaks per eight (8) hour shift, or one (1) fifteen-minute break during a four (4) hour shift.
- F. All employees who work at least five (5) hours per day shall receive a thirty (30) minute unpaid duty-free lunch period, except for the cooks who will receive a paid lunch period (which shall not be duty-free) of fifteen (15) minutes. Lunch periods will be arranged through or by the Supervisor and approved by the Superintendent.
- G. Building and heating checks shall be done at both the Elementary and MS/HS buildings. The pay for the checks of both buildings shall be at 1 ½ times the employee's regular hourly rate.
- H. When an employee replaces someone with a different pay schedule and assumes all of his/her duties and responsibilities for one (1) week, the employee will receive the higher rate of pay.
- I. Emergency calls to Maintenance staff will be paid double their regular hourly rate.
- J. A food service employee designated as the lead cook by the Food Service Supervisor at the Elementary School (so long as the Food Service Supervisor is assigned to the Middle/High School) shall receive a pay differential. Food Service personnel filling in for the lead cook shall receive the differential if they fill in for at least five (5) consecutive work days.

4.3 PAID LEAVES OF ABSENCE

- A. Sick Leave:
 - 1. School Year employees and Cardinal Kids Club employees shall receive eight (8) days of sick leave at the beginning of each school year and can accumulate up to 90 days.
 - 2. Teachers and Calendar Year employees shall receive nine (9) days of sick leave at the beginning of each school year and can accumulate up to 120 days.

Part-time employee sick leave will be prorated.

Sick leave for purposes of this Article is hereby defined as being equivalent to normal hours worked. A day in this section is defined as a normal work day. For support staff, sick leave shall be converted to hours for computation purposes and sick leave shall be deducted in a minimum

of one (1) hour blocks. Teacher sick leave shall be deducted in a minimum of one-quarter (1/8) day blocks. Bus driver's sick leave shall be computed for all driving typically done on the sick day, excluding extracurricular driving.

Medical verification of illness may be required by the District.

B. Personal Leave:

1. School Year employees and CKC:

A personal leave of three (3) days per year will be granted for personal matters which cannot be conducted after normal school hours. Personal leave may accumulate up to five (5) days. The supervisor must be notified in writing and authorize the leave before the leave is taken. If there is an emergency of such a nature that time does not permit written notification, notification may then be made to the supervisor by phone. Approval for personal leave requested as an extension of a school holiday period will be subject to the ability of the District to fill the position with substitute staff.

Typically, no more than one employee from a department will be allowed to be absent on personal leave for any reason other than an emergency.

2. Teachers and Calendar Year employees:

A personal leave of three (3) days per year will be granted for personal matters which cannot be conducted after normal school hours. Personal leave may accumulate up to five (5) days. The Supervisor must be notified in writing and authorize the leave before the leave is taken. If there is an emergency of such a nature that time does not permit written notification, notification may then be made to the Superintendent by phone. Approval for personal leave requested as an extension of a school holiday period will be subject to the ability of the District to fill the position with substitute staff.

Typically, no more than two teachers from a school will be allowed to be absent on personal leave for any reason other than an emergency.

C. Emergency Leave: Emergency leave shall be deducted from Sick Leave. Emergency leave may be granted by the Superintendent for illness in the family or other personal or family problems of an emergency nature that cannot be accommodated during non-working hours. For purposes of this provision, the family shall be defined as including spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Modifications of this clause may be necessary in cases of extreme emergencies or unusual circumstances. Such modifications shall be left to the discretion of the Superintendent. However, in no case shall modifications be restrictive. If the Superintendent authorizes emergency leave in excess of four (4) days, such extra days may be without pay.

D. Funeral Leave: Funeral leave shall be deducted from Sick leave. Employees will be granted paid leave for each death in the immediate family (typically up to three (3) days). For purposes of this provision,

immediate family shall be defined as including spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, nieces and nephews. Funeral leave may also be used for funerals without regard to the relationship between the deceased and the employee (typically (1) day).

- E. Family, Medical and Military Leave: Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law ([103.10 Wis. Stats.](#)) and/or the federal Family and Medical Leave Act. When applicable, FMLA leave shall run concurrently with sick leave. Employee rights posters for both laws are in the workplace for reference by all employees. Any and all questions regarding FMLA should be directed to the district office.

This policy does not provide any greater benefits than those provided by the family and medical leave laws. Any change in the law will have an impact upon the operation of this policy by modifying its provisions to conform with the law.

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

- F. Jury Duty: Employees must give reasonable advance notice of their possible absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day unless the employee's supervisor has authorized otherwise.

During jury duty leave the employee shall receive regular pay less a deduction in the amount of juror fees (exclusive of travel pay or actual expense). The employee shall notify the payroll staff of the amount of juror fees received.

- G. Military Leave: The District will provide military leave in accordance with applicable state and federal law.

4.4 UNPAID LEAVES OF ABSENCE

- A. Long-Term Leave (Certified Teaching Staff Only): The Board may grant, at its discretion, a leave of absence (non-FMLA), without pay. Consideration may be given to leave requests that meet the following requirements:
1. The leave shall commence at the beginning of a school year, and be for at least a full year.
 2. Request for such leave of absence shall be made to the Superintendent in writing by March 16.
 3. The employee will retain all accrued benefits but will not continue to accrue benefits, during the leave.

4. During the leave of absence, a teacher shall be allowed to continue to participate in the group insurance then in effect at his/her own expense provided that such participation is permitted under the insurance contract.
 5. The employee must have exhausted all accrued applicable leave time, including personal days, prior to the commencement of the leave.
- B. Temporary Leave of Absence: The Superintendent may grant, at his/her discretion, a temporary leave of absence upon recommendation of the employee's supervisor. A temporary leave of absence without compensation may be requested through the Supervisor provided there is a two (2) week advance notification, and a substitute is available. The employee must have exhausted all accrued applicable leave time, including personal days, prior to the commencement of the leave.

4.5 HOLIDAYS

The following holidays will be fully paid holidays (pay that is normally paid for the employee's normal workday) with the employee not working during such days:

- A. For Calendar Year employees, the holidays are Memorial Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Fourth of July and Labor Day, plus one floating holiday.
- B. For School Year employees, the holidays are Thanksgiving Day, Christmas Day, New Year's Day.
- C. For Cardinal Kids Club employees, the holidays are Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July.
- D. For teachers, the holiday is Labor Day.
- E. If the holidays, as listed, fall on a Saturday or Sunday, the day to be observed will be either the previous or the next workday as determined by the Superintendent.
- F. An employee on unpaid leave shall not be paid for those holidays which occur during the unpaid leave after Family and Medical Leave Act provisions have been applied.

4.6 VACATION

This section is applicable to all calendar year employees unless specified in an individual contract or negotiated at the time of hire. All calendar year employees are entitled to paid vacations (pay that is normally paid for the employee's normal workday) under the following schedule. Vacation time will be allocated at the start of each school year on July 1. Vacation time will be prorated for new hires working a partial year in their first year, or for employees working part-time. Cardinal Kids Club hourly employees are not eligible for paid vacation.

Number of Years Worked	Vacation Days Per Year
Upon hire	5 days
After two (2) years of service	10 days
After five (5) years of service	12 days
After eight (8) years of service	15 days
After fifteen (15) years of service	20 days

A. Accumulated Vacation Carryover

An employee on unpaid leave shall not accrue vacation time for the duration of the leave.

A maximum of five (5) days of vacation may be carried over to the next school year. Vacation days in excess of the days carried over, not used by the end of the applicable twelve-month period, i.e. June 30th, shall be forfeited.

Employees completing at least fifteen (15) years of service may carry over five (5) days plus have a maximum of five (5) days of unused vacation paid out at 80% of the employee's current daily rate.

B. Payment upon Termination/Transfer to a Position not Eligible for Vacation

Any employee who terminates employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining their accumulation. Compensation for any unused vacation days will be equal to the employee's daily rate per accumulated day at the time of the employee's termination/transfer, and will be remitted on the final paycheck.

5.0 BENEFITS

5.1 HEALTH INSURANCE

- A. Full-time calendar year employees, full-time school year secretaries, teachers and administrators shall be eligible for family or single coverage in the District's Medical, Dental, and Vision insurance plans.

Medical Insurance: The District will pay the Employer portion of the Medical insurance premiums, and the covered employee will have the Employee portion of Medical insurance premiums deducted from his/her paychecks.

Dental Insurance: The District will pay the full amount of the Dental insurance premiums.

Vision Insurance: The covered employee will pay the full amount of the Vision insurance premiums as a deduction from his/her paychecks.

- B. Full-time school year support staff regularly scheduled to work an average of at least 30 hours/week shall be eligible to participate in the District's Medical insurance plan for Single coverage as well as the Vision insurance plan for Single or Family coverage.

Medical Insurance: The District will pay the Employer portion of the Medical insurance premiums for single-only coverage, and the covered employee will have the Employee portion of Medical insurance premiums deducted from his/her paychecks. These eligible employees may “buy up” to family coverage, but the District’s contribution toward premiums will remain at the single-only coverage amount.

Vision Insurance: The covered employee will pay the full amount of the Vision insurance premiums as a deduction from his/her paychecks.

- C. Health Savings Account (HSA): The district will contribute \$900 for a single HSA or \$1,800 for a family HSA for employees enrolled in the SDSV medical insurance plan and not covered by another medical insurance policy.

Refer to the applicable plan documents for details of benefits and eligibility.

5.2 DISABILITY INSURANCE

Eligible employees may participate in the District’s long-term disability and short-term disability insurance plans. Eligible employees are those who are anticipated to work at least 8 hours per week for the full school year, and expected to return the following school years thereafter. Seasonal or temporary employees are not eligible for disability insurance. Refer to the Long-Term and Short-Term Disability Insurance Plan Documents for specifics.

- A. The District will contribute the dollar amount per month toward the cost of the premium for long-term disability insurance for all eligible employees.
- B. Short-term disability insurance coverage is optional and will be offered to all eligible employees. The cost of the premium for short-term disability insurance will be the employee’s responsibility.

5.3 OTHER INSURANCE PROVISIONS

- A. The District may change the insurance administrator or self-funded health care benefits if the Board of Education elects to do so.
- B. Employees who are retiring may remain covered by the SDSV medical, dental, and/or vision insurance plans, if allowed by the carrier. Arrangements must be made with the district office prior to retirement. New employees enrolling in the District’s plan for the first time will have coverage effective the first day of the first full month working in the District, subject to the rules of eligibility of the insurance plan.
- C. No employee shall make any claim against the District for additional compensation in lieu of or in addition to the cost of his/her coverage because he/she does not qualify for the family plan.
- D. If an employee is injured on the job and/or disabled by a job related injury, is unable to work, and has exhausted all time off, and if the employee is covered and receiving benefits under the Worker’s Compensation provisions, then the District will continue to pay all insurance premiums listed above for a period not to exceed six (6) months following the date of injury. After the six month period has

passed, the District will no longer pay any premium on behalf of the employee.

- E. If an employee dies while employed by the District, then the District will pay COBRA premiums for the employee's family for up to three (3) months. After the three (3) month period has passed, the District will no longer pay any premium on behalf of the family.

5.4 RETIREMENT BENEFITS

- A. Wisconsin Retirement System (WRS): All new hires who are anticipated to work at least 880 hours within a 12-month period will participate in WRS. Once eligible for participation in WRS, participation is mandatory and an employee may not "opt out" of WRS.

The District shall pay the required employer's share and the employee shall pay the required employee's share into the Wisconsin Retirement System. An employee will be fully vested in all contributions upon completion of five (5) years of service with SDSV, but will forfeit the employer contributions in their account if they have a break in service before the completion of five (5) years.

- B. 403(b) Plan: All employees are eligible to participate in the School District of Spring Valley's 403(b) plan. The plan allows employee pre-tax deferral contributions (and after tax Roth contributions), and also provides for employer matching funds for each dollar contributed by the employee up to a maximum of \$2,000 per plan year. The employer match is at the discretion of the Board on an annual basis. Only pre-tax employee contributions are eligible for the employer match, which is vested immediately. Refer to the 403(b) Summary Plan Description for specifics.

6.0 JOB PERFORMANCE, CAREER DEVELOPMENT, AND TERMINATION

6.1 PERFORMANCE REVIEWS

- A. Support staff performance reviews are intended to reinforce quality work and professional development. Evaluation tools and procedures will be established by the Administration with input from support staff. Evaluations will occur on an annual basis. The evaluation will be based on the job description, employee performance, and such other factors that the Administration finds to be relevant. The results of each performance review will be discussed with the employee and filed in his/her personnel folder.
- B. Teacher evaluations will be done in accordance with DPI Educator Effectiveness guidelines.

6.2 PROFESSIONAL GROWTH

Employees who wish to attend a convention or training conference relevant to their area of expertise will be reimbursed for room, registration, meals, and will be provided use of school vehicle or mileage reimbursement. Any needed substitute teachers will be paid by the School District. Attendance must be preapproved by the employee's supervisor.

6.3 RETENTION INCENTIVES

Upon retirement from the School District of Spring Valley, a longevity award of \$20 per year of service will be paid by the District to the employee. Retirees are recognized at the end of each school year.

Active employees are recognized at the beginning of each school year at the all-staff in-service meeting. Employees who have completed their first school year of service to the district will be recognized by name during the program. Employees who have completed five (5) years of service will be recognized and receive a years of service certificate.

Years of service monetary awards and certificates are given to each employee when they reach the following milestones: 10, 15, 20, 25, 30, 35, 40, 45, 50 or more years. Monetary awards are directly deposited via payroll. Years of coaching and substituting are not counted toward Years of Service Awards.

6.4 PERSONNEL FILES

Employees, and other authorized viewers of records, shall have the authority consistent with [Wisconsin Statute 103.13](#) to review and copy, but not remove or alter, personnel records. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be performed in the presence of the person designated by the Superintendent with custody of those files. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file.

6.5 LAY-OFF AND RECALL

The needs of the District shall be the prime consideration used in the District's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the District based on its need for the most qualified person to perform the available work.

The District retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their length of employment.

6.6 SEPARATION FROM EMPLOYMENT AND LIQUIDATED DAMAGES

- A. Support staff shall give two (2) week's notice before separation from employment.
- B. Any teacher resigning during the school year for any reason will pay the following liquidated damages to the School District:
 - \$200.00 if the resignation is after June 30.
 - \$300.00 if the resignation is after July 15.
 - \$1,000.00 if the resignation is after the start of the school year.

The Board may waive such payments. The Board is also not precluded from refusing to accept the resignation, or from seeking and recovering the actual amount of damages resulting from a breach in individual teacher contract.

6.7 EXIT INTERVIEW

The School District of Spring Valley hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace.

- A. You may be asked to participate in an exit interview when you leave the School District of Spring Valley. The purpose of the exit interview is to provide greater insight into your decision to leave the District; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.
- B. Return all District property including keys, key fob, chrome book and/or laptop.

7.0 JOB POSTING

Vacancies and transfers shall be handled in the following manner:

- A. Posting: When the District determines that a vacancy or new position should be filled, the District shall typically post the notice of such vacancy for at least five (5) working days. The selection of any applicant to fill a job vacancy shall be made on the basis of relative ability, experience, and other qualifications. The District may concurrently with posting, advertise the position outside the District.
- B. Any employee may apply for such vacancies within the scope of his/her certification. If the decision of the District is to grant a transfer to an internal applicant, the most qualified internal applicant shall be transferred. An internal applicant is one who is currently employed by the District. Substitutes or contractors are not considered internal.
- C. Trial Period: A support staff employee, upon being promoted to a higher paying position, shall serve a trial period of sixty (60) working days in the classification. An employee who does not complete the trial period satisfactorily shall be returned to his/her former position at his/her former rate of pay. In the event the Board determines an employee is not qualified to fill a position, the Board reserves the right to return the employee to his/her former position at his/her former rate of pay.

8.0 WORKPLACE PROTECTIONS

8.1 EMPLOYEE GRIEVANCE PROCEDURES

Refer to the Board policy code [527: Employee Grievances](#) and [527 RULE 1: Employee Grievance Procedures](#). The purpose of this rule is to provide for an internal grievance procedure that is consistent with the requirements of state law and Board policy for resolving grievances concerning employee discipline, employee termination and workplace safety. This rule is intended to serve as the written document, required by statute, that sets forth the process for the grievant and the District to use to process a grievance.

8.2 COMPLAINTS PROCEDURES

Refer to the Board policy code [870: Public Complaints](#) and [870 RULE: Procedure for Solving Complaints](#). The purpose of this rule is to provide for a fair, orderly, and timely process for handling complaints or concerns.

8.3 DISCRIMINATION, HARASSMENT AND RETALIATION-FREE WORKPLACE

It is the policy of the School District of Spring Valley to maintain a safe workplace environment that is free from discrimination, harassment and retaliation (Refer to Board policy code [511: Equal Opportunity Employment](#)). Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

Responsibility to Report: It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and by members of the public toward employees which relates to their work.

Definition of Protected Class: State and Federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, sexual orientation, genetic information, pregnancy, national origin, ancestry, arrest record, conviction record, marital status, membership in the national guard, state defense force or any other reserve component of the military forces.

Definition of Harassment and Acts of Discrimination: Harassment and acts of discrimination may include, but is not limited to:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint. Refer to Board policy code [511 RULE: Employee Discrimination Complaint Procedures](#).

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to his/her supervisor. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that the complaint can be thoroughly investigated. If the supervisor is the object of the complaint, then the employee should report directly to the superintendent.

Upon receiving an employee report of harassment, discrimination or retaliation, supervisors will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing document such as emails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

Definition of Workplace Safety: Any unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to the immediate supervisor. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to their immediate supervisor.

9.0 DRUG AND ALCOHOL PROHIBITIONS

No employee shall report to work or be under the influence of alcohol or illegal drugs during working hours (Refer to Board policy code [522.1: Alcohol And Drug-Free Workplace](#)). This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

The employer may conduct drug and alcohol testing based on reasonable suspicion that the employee is under the influence of alcohol or illegal drugs and may conduct testing for employees in testing –designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

10.0 ELECTRONIC MEDIA AND SOCIAL MEDIA POLICY

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the District Administrator, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public. Employees must avoid posting any information or engaging in communications that violate state or federal laws or District policies.

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with District students,

families or fellow employees in a social media context that exists outside those approved by the District, they are advised to maintain their professionalism as District employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

Definitions

1. **Public social media networks** are defined to include: Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds and any other social media generally available to the public or consumers and which do not fall within the District's electronic technologies network (e.g. Facebook, Twitter, LinkedIn, Flickr, Instagram, YouTube, blog sites, etc.).

2. **District approved password-protected social media tools** are those that fall within the District's electronic technologies network or which the District has approved for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

Requirements

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of the schools and the District, the District requires employees to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers, and communities on any social media networks:

1. An employee's use of any social media network and an employee's postings, displays or communications on any social media network must comply with all state and federal laws and any applicable District policies.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment or bullying.

Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District.

Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or his/her designee. When authorized as a spokesperson for the District, employees must disclose their employment relationship with the District. Employees may not disclose information on any social media network that is confidential or proprietary to the District, its students or employees, or that is protected by data privacy laws.

This guideline is not intended to prevent employees from discussing with others their wages or other terms and conditions of employment. Employees may not use or post the District logo on any social media network without permission from the Superintendent or his/her designee. Employees may not post images on any social media network of co-workers without the co-workers' consent. Employees may not post images of students on any social media network

without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances. Employees may not post any nonpublic images of the District premises and property, including floor plans.

2. The District recognizes that student groups or members of the public may create social media representing students or groups within the District. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the District. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online.

3. Employees who participate in social media networks may decide to include information about their work with the District as part of their personal profile, as it would relate to a typical social conversation. This may include:

- a. Work information included in a personal profile, to include District name, job title, and job duties.
- b. Status updates regarding an employee's own job promotion.
- c. Personal participation in District-sponsored events, including volunteer activities.

4. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to disciplinary action, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information (this does not include a prohibition on disclosing personal wage information or information about other terms and conditions of employment), information that violates the privacy rights or other rights of a third party or the content of anything posted on any social media network.

5. Anything posted on an employee's public web site or web log or other internet content for which the employee is responsible will be subject to all District policies, rules, regulations and guidelines. The District has the authority to view and monitor an employee's web site or web log at any time without consent or previous approval.

Guidelines for social media networking: The following are guidelines for social media in the School District of Spring Valley. We expect all who participate in social media to understand and follow these guidelines. Failure to do so could put you at risk of disciplinary action. These guidelines will continually evolve as new technologies and social networking tools emerge.

1. It's your responsibility. What you write is ultimately your responsibility. If it seems inappropriate, use caution. If you're about to publish something that makes you even the slightest bit uncomfortable, don't shrug it off and hit 'send.' Take time to review these guidelines and try to figure out what is bothering you and fix it. If you are still unsure, you should discuss it with your supervisor. Ultimately, what you publish is your responsibility. What you publish is widely accessible and will be around for a long time, so consider the content carefully. Trademark, copyright and fair use requirements must be respected.

2. Ensure the safety of students. When employees, especially coaches/advisors, choose to join or engage with these social networking groups,

they do so as an employee of the District and have responsibility for monitoring content and addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Employees shall annually disclose to their supervisor the existence and participation in such networks.

3. Be transparent. Your honesty—or dishonesty—will be quickly noticed in the social media environment. If you are posting about your work, use your real name and identify your employment relationship with the District. Be clear about your role; if you have a vested interest in something you are discussing, be the first to point it out. If you publish to a site outside the District's network, please use a disclaimer to state in clear terms that the views expressed are the employee's alone and that they do not necessarily reflect the views of the School District of Spring Valley.

4. Protect confidential information. Be thoughtful about what you publish. You must make sure you do not disclose or use confidential information. Students, parents and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting someone's picture in a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about projects, lessons or events and to use non-identifying pseudonyms for an individual (e.g., Teacher A) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws.

Furthermore, public social networking sites are not the place to conduct school business with students or parents.

5. Respect your audience and your coworkers. Always express ideas and opinions in a respectful manner. Make sure your communications are in good taste. Do not denigrate or insult others, including other schools or competitors. Remember that our communities reflect a diverse set of customs, values and points of view. Be respectful. This includes no ethnic slurs, personal insults, obscenity, etc. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

6. Timely and appropriate communications. Texting and/or social media should not be the primary means of communication. Only a teacher, coach, trainer or other employee who has an extracurricular duty may communicate with students through text messaging, Twitter, etc. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility and only with written parental permission. The content of the communications must directly relate to the sport or extracurricular activity in which both the student and the teacher, coach, trainer or other employee participate. The employee shall not communicate with any student between the hours of 10 p.m. and 6 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.

Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in

accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law.

Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.

11.0 SOLICITATION

In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

Employees may solicit other employees or distribute written materials before or after the normal workday, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution are not permitted in working areas. Off-duty employees may not solicit or distribute literature on district premises at any time.

Non-employees may not solicit or distribute written materials on behalf of any organization, fund activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from administration. The same restrictions regarding working time and working areas apply to non-employees.

11.1 POLITICAL ACTIVITIES

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No school employee shall, during hours for which pay is received and during which a student is present, engage in any activity for the solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation, or political action.

11.2 BULLETIN BOARDS

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students, or board members and shall not be in violation of any District policy or law. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

12.0 DISCIPLINE

Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Employees shall have the right to respond, verbally or in writing, to the allegations or action being taken by the District.

Level of Discipline: The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: verbal warning, written warning, or suspension. If an employee has received a letter of discipline during the year, he/she may also be frozen at his/her current step or salary or hourly wage for the next school year. An employee who receives a letter of discipline may request an opportunity to meet with the Superintendent to discuss the letter and its impact on the employee's pay. None of these disciplinary measures are required to be used before discharge from employment occurs, nor are the listed disciplinary actions required to be used in any specific order. The employer may repeat disciplinary action.

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the district. The following is a list of examples of behavior which would normally justify disciplinary action.

1. Fraud in securing employment
2. Incompetency
3. Inefficiency
4. Unauthorized absences
5. Repeated absence or tardiness or improper use of leave
6. Neglect of duty
7. Insubordination or willful misconduct
8. Dishonesty
9. Assuming duties while under the influence of controlled substances or intoxicants; or possession or use of intoxicants or controlled substances during working hours
10. Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed
11. Negligence or willful damage to property
12. Discourteous treatment of the public or fellow employees
13. Failure to obtain and maintain a current license or certification as required by law or employer
14. Failure to maintain effective working relationships with other employees or the public
15. Sexual or other unlawful harassment

16. Workplace violence
17. Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular circumstances involved.

Documentation: All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

CLOSING STATEMENT

Thank you for reading our handbook. We hope it has provided you with an understanding of our employment structure, current policies, and guidelines. We look forward to working with you to create a successful school district and a safe, productive, and rewarding workplace.

John Groh, Superintendent

School District of Spring Valley